



**DATE:** July 01, 2010

**CONTRACT NUMBER:** CCAP-0004

**PROGRAM TYPE:** INFANT TODDLER  
 RESOURCE

**PROJECT NUMBER:** 07-6175-00-0

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** MT DIABLO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to support the Child Care and Development Programs and the California School Age Families Education (CalSAFE) Program serving birth to three years in accordance with Exhibit B, "2010-11 PROGRAM REQUIREMENTS FOR INFANT AND TODDLER CHILD CARE RESOURCE PROGRAM" (available online at <http://www.cde.ca.gov/fg/aa/cd/>), which are attached hereto and by this reference incorporated herein. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2010-11 Program Requirements for Infant and Toddler Child Care Resource Program, the current Child Care and Development Funding Terms and Conditions (FTCs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$1,353.00.

Expenditure of these funds shall be reported quarterly to Child Development Fiscal Services (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, March 31, December 31 and June 30. Quarterly reports must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2010 through June 30, 2011 shall be included in the 2010-11 audit. All audits are due the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

(Continued on Page 2)

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE) <i>Margie Burke</i>		BY (AUTHORIZED SIGNATURE) <i>Mildred Q. Browne EdD</i>			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Mildred Browne Asst. Superintendent Special Ed.			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 1936 Carlotta Dr. Concord CA 94519			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,353	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 15011-6175	FC# 93.713	PC# 000344		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,353	ITEM 30.10.020.901 6110-198-0890	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5037 Rev-8290		Department of General Services use only OCT - 8 2010	
SIGNATURE OF ACCOUNTING OFFICER <i>James Smith</i>		T.R.A. NO.	B.R. NO.		
		DATE			
		APPROVED UPON ENACTMENT OF BUDGET ACT			

**CONTRACTOR'S NAME:** MT DIABLO UNIFIED SCHOOL DISTRICT

**CONTRACT NUMBER:** CCAP-0004

The reporting requirements imposed as a condition of receiving American Recovery and Reinvestment Act (ARRA) of 2010 funds are included in Attachment A, "American Recovery and Reinvestment Act of 2009 Reporting Requirements", and Attachment B, "Supplemental Terms and Conditions for Contracts Using ARRA Funds", which are attached hereto and by this reference incorporated herein.

Any provision of this contract found to be violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

## STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. 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 State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

### Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - Establish a Drug-Free Awareness Program to inform employees about:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and
    - penalties that may be imposed upon employees for drug abuse violations.
  - Every employee who works on the proposed contract will:
    - receive a copy of the company's drug-free workplace policy statement; and
    - agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)

4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.

**SWEATFREE CODE OF CONDUCT:**

- All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and *Public Contract Code* Section 6108.
- The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.

**PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

*PROGRAM REQUIREMENTS FOR  
INFANT AND TODDLER CHILD CARE  
RESOURCE PROGRAM*

**CCAP**

*July 1, 2010 through June 30, 2011*



## **PROGRAM REQUIREMENTS INFANT AND TODDLER CHILD CARE RESOURCE PROGRAM**

The intent of this resource contract award is to improve the quality and availability of child care and to allow the contractor flexibility in the expenditure of the funds for one-time only items that primarily benefit the infant and toddler child care services program.

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD) or as a California School Age Families Education (CalSAFE) program contract, to adhere to these requirements and *Title 5* regulations pertaining to Child Development Programs, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable *Title 5* regulations, laws and regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

For the period of July 1, 2010 through June 30, 2011, a portion of this contract may be funded through a grant from the federal Department of Health and Human Services and subject to *Code of Federal Regulations (CFR), Title 45, Parts 98 and 99*; the Child Care and Development Block Grant Act of 1990, as amended, a Discretionary grant award which is issued as a result of appropriations made by the American Recovery and Reinvestment Act (ARRA) of 2009 (*Public Law 111-5*), and *Public Law 104-193*, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 United States Code (USC), Section 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93.596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93.575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant (CCDBG) Act of 1990 as amended, and the current approved CCDF State Plan, including all approved amendments or revisions, the Omnibus Appropriations Act, 2009 (*Public Law 111-8*), Section 5082, *Public Law 101-508*, as amended, sections 658J and 658S; and *Public Law 102-586*.

### **I. GENERAL PROVISIONS**

#### **A. Notification of Address Change**

Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:

1. Board minutes verifying the change in address;

2. A copy of the notification to the Internal Revenue Service of the address change.

Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.

For proposed site changes for Prekindergarten and Family Literacy Part and Full-Day programs, a request must be submitted to the CDD and shall include:

1. The name and address of the current program location;
2. The name and address of the proposed program location;
3. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and
4. The site license for the proposed program location.

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in *Education Code (EC) Section 8238.4(a)(2)*. The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Open Board Meetings

Any private tax-exempt or private non-tax exempt agency receiving public funds under these regulations must, to the extent of the publicly funded program, comply with the Ralph M. Brown Open Meetings Act ("Brown Act"), *Government Code* sections 54950-54963. Board meetings shall be open to the public except for meetings with its designated representatives prior to and during consultations and discussions with representatives of employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees or to consider the appointment, employment, evaluation of performance or dismissal of an employee unless such employee requests

an open meeting. Minutes of these open meetings shall be available to the public.

D. Compliance with the California *Code of Regulations, Title 22* (Center-based contracts only)

Contractors with facilities which are exempt by statute or otherwise exempt from licensure shall comply with health and safety regulations for day care centers and family child care homes as specified in the California *Code of Regulations, Title 22, Community Care and Licensing Standards* in order to qualify for child care and development program contract funds.

E. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. The annual audit verifies that appropriate internal controls are maintained.

F. Prohibition against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received except for:

1. Subcontractors providing direct child care and development services;
2. Subcontractors with subcontracts exempt from the provisions of Section IV.A of the center-based funding terms and conditions.

G. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion of the share of contract funds used in development of the materials.



Materials developed with contract funds shall contain an acknowledgement of the use of state (general) or federal funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

H. Prohibition against Religious Instruction or Worship

The contractor shall not provide nor be reimbursed for child care and development services that include religious instruction or worship if child care and development services are provided by a center-based contractor or a family child care home education network.

I. Payments to Family Child Care Providers

Reimbursement to family child care providers paid by an alternative payment program or family child care home education network contract utilizing the regional market rate ceilings shall be based on the lesser of the regional market rate ceiling or provider's nonsubsidized rate.

J. Contracts with Multiple Service Areas

Center-based contractors with more than one service delivery area as specified in and funded through a single contract shall maintain service at the same level, plus or minus ten percent (10%) if the contractor can demonstrate that the need for services in the designated area(s) has changed. The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request. If the request is denied, the contractor may appeal this decision in accordance with the funding terms and conditions.

Non-CalWORKs alternative payment program and family child care home education network with more than one service delivery area as specified in and funding through a single contract shall maintain service at the same level in the individual service area(s) as most recently approved by CDE/CDD.

K. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit:

- a. Current inventory of equipment purchased in whole or in part with contract funds;
- b. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract;
- c. Contractors shall also submit the names, address and telephone numbers of all providers of subsidized services funded with subcontracts under the contract.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The state shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The state shall offset any monies the contractor owes the state against any monies the state owes under this contract.

## 2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

## L. Compliance Reviews of Contractors

At least once every three (3) years and as resources permit, the CDE shall conduct reviews at the contractor's office(s) and operating facilities to determine the contractor's compliance with applicable laws, regulations or contractual provisions.

The reviews shall be conducted according to provisions of the GPM/CMR, as defined in the funding terms and conditions. The reviews shall be conducted by consultants, analysts, and/or management staff of the CDE or other State of California representatives.

M. Eligibility for Funding

A contractor is not eligible for additional funds, as defined in Section I. of the center-based funding terms and conditions, if the contractor has received final notification, as specified in Section VIII.A of the center-based funding terms and conditions, that its contract has been terminated.

A contract is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification as specified in Section IX.A of the center-based funding terms and conditions, that:

1. Its contract will be placed on conditional status; or
2. It will not be offered continued funding.

N. Continued Funding

Contractors have no vested right to a subsequent contract. Contractors that are not on conditional status but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, laws or regulations shall receive an administrative review in accordance with the funding terms and conditions to determine whether they will receive an offer for continued funding.

O. Applicability of *Corporations Code*

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

P. Conflicts of Interest

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (*Corporations Code*, sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full

- disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers, or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

Q. Americans with Disabilities Act

By signing this agreement, the contractor assures the CDE that it shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

R. Air or Water Pollution Violations (*Government Code*, Section 4477)

By signing this agreement, the contractor swears under penalty of perjury that the contractor is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the *Water Code* for violation of waste discharge requirements or discharge prohibitions; or
3. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

S. Recycled Paper Certification (*Public Contract Code*, Section 12205)

The contractor agrees to certify in writing to the CDE, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both

post-consumer waste and secondary waste as defined in *Public Contract Code*, sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this agreement regardless of whether the product meets the required recycled product percentage as defined in the *Public Contract Code* sections 12161 and 12200. Contractor may certify that the product contains zero recycled content.

T. Child Support Compliance (*Public Contract Code*, Section 7110)

For any agreements in excess of \$100,000, the contractor acknowledges in accordance with *Public Contract Code* 7110 that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the *Family Code*; and
2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

U. Unlawful Denial of Services (*Government Code*, Section 11135 and *California Code of Regulations*, (CCR) Title 5, Section 4900)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated or administered by any state agency, is funded directly by the state or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act (ADA) of 1990 (42 USC, Section 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.



V. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state (general) funds or federal funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

W. Priority Hiring Consideration (*Public Contract Code 10353*)

If the contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under the *Welfare and Institutions Code* Section 11200.

X. *Labor Code/Workers' Compensation (Labor Code Section 3700)*

The contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions and the contractor affirms to comply with such provisions before commencing the performance of the work of this agreement.

Y. Corporate Qualifications to do Business in California

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
2. "Doing business" is defined in *Revenue and Taxation Code (R&TC)* Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of state.

Z. Uniform Complaint Procedures (*5CCR* sections 4600-4687)

The *5CCR* Section 4610 authorizes CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CaWORKs Stage 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped and State Preschool complaints under the UCP procedures. For additional general information on Uniform Complaint

Procedures, contact the Categorical Programs Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 N Street, Suite #5408, Sacramento, CA 95814; telephone 916-319-0929, or visit our Web site at <http://www.cde.ca.gov/re/cp/uc>.

## II. EQUIPMENT

### A. Equipment Bidding and Approval Requirements

All Equipment purchases in excess of seven thousand five hundred dollars (\$7,500) per item (including tax) shall be approved in writing in advance by the CDD. In determining if an equipment purchase exceeds the threshold, all expenses associated with a purchase that are necessary for it to perform the intended purpose should be included in calculating the purchase cost. Example: A computer system could include, but is not limited to, individual items such as a central processing unit (CPU), computer monitor, computer stand, modems, disk drives, software, printer, etc. or hardware and software to install a local area network (LAN) system.

#### 1. Private agencies:

All equipment purchases exceeding five thousand dollars (\$5,000 including tax) will not be approved unless at least three (3) bids or estimates have been obtained.

#### 2. Public agencies:

Public agencies shall comply with the applicable sections of the *Public Contract Code*.

If bids are required, the contractor shall purchase the goods and services from the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the contractor shall provide adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained (e.g., emergency situations).

Bids, if applicable, shall be attached to the Request for Approval of Equipment (CD-2703) when submitted to the CDD for approval. One copy of the Request shall be retained by the CDD and one copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt. If the request for approval of an equipment purchase is disapproved, the contractor may appeal the decision in accordance with instructions specified in the center-based funding terms and conditions

### B. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location,

use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two (2) years and reconciled with property records. A control system must be developed to monitor to ensure adequate safeguards to prevent loss, damage or theft (any loss, damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

C. Title, Use, Disposition and Retention of Equipment

1. Title - When equipment is purchased with state funds, title shall vest with the contractor only for such a period of time as the contractor has a contract with the CDE.
2. Retention of Equipment - The CDD may provide written authorization for the contractor to retain the equipment for the contractor's own use if a fair compensation is paid to the state for the state's share of the cost of the equipment. Fair compensation shall be determined by the state using the state's share of the original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the equipment.
3. Use - When equipment is purchased in whole or in part with state funds, the contractor shall use the equipment exclusively in the program(s) from which funds were used to purchase the equipment. If the contractor wishes to share the use of the equipment between/among two (2) or more programs, the cost of such equipment shall be prorated between/among the programs.
4. Disposition - The contractor may dispose of obsolete equipment and remove the asset at its recorded value. If the sale of equipment originally purchased with state funds occurs, the proceeds from the sale of the equipment must be returned to the program. If the contractor no longer has a contract with the CDE, the contractor shall dispose of the equipment in accordance with written directions from the CDE/CDD.

**II. AGENCY RESPONSIBILITIES**

A. Use of Funds

These infant and toddler resource contract funds must be used for the benefit of infant and toddler children ages birth to three (3) years. Agencies operating or sponsoring multiple infant and toddler child care service locations must expend the resource contract funds to provide benefit to all service locations proportionate with the numbers of subsidized infant and toddler children served at each location.

1. The contract funds may be used to:
  - a. Purchase equipment and materials for the infant and toddler program;

- b. Expand recruitment and outreach efforts to enroll additional infant and toddler children;
- c. Train staff to work with infant and toddler children ages birth to three (3) years;
- d. Make minor renovations and repair to the infant and toddler service area;
- e. Pay for indirect and administration costs as specified in the funding terms and conditions (FT&Cs) for the contract type under which infant and toddler services are provided.

2. The contract funds may not be used to pay for:

- a. The direct provision of child care services;
- b. Construction of a facility to meet basic licensing requirements;
- c. Purchase or improvement of land;
- d. Lease or rent payments;
- e. Salaries or benefits.

B. Reporting Requirements

These resource grant funds are one-time-only funds that must be expended between July 1, 2010 and prior to June 30, 2011. A report of expenditures is due to California Department of Education, Child Development Fiscal Services upon full expenditure of the funds or no later than July 20, 2011.

The Expenditure Report Forms (CDFS 9529) are due quarterly September 30, December 31, March 31 and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. The expenditure form CDFS 9529 is available on-line at:

[www.cde.ca.gov/fg/aa/cd/documents/cdfs952909.doc](http://www.cde.ca.gov/fg/aa/cd/documents/cdfs952909.doc)

Please complete and submit this form directly to your assigned fiscal analyst at:

California Department of Education  
**Child Development Fiscal Services**  
1430 N Street, Suite 2213  
Sacramento, CA 95814

C. Reimbursement Costs

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

Contracts and subcontracts shall be reimbursed for travel and per diem expenses at rates not exceeding those amounts paid to the CDE's non-

represented employees computed in accordance with Department of Personnel Administration (DPA) regulation, *Title 2, California Code of Regulation*, Subchapter 1.

Nonreimbursable costs will be determined in accordance with the current resource and referral funding terms and conditions, Section V.F., "Nonreimbursable Costs."

If you have questions regarding the appropriateness of a proposed expenditure please contact Sy Dang Nguyen, Consultant, Child Development Division, at (916) 323-1309 or by e-mail at [snguyen@cde.ca.gov](mailto:snguyen@cde.ca.gov).