

APPROVED
JAN 04 2024
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT


NO. 24-016

DATE January 04, 2024

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) 2023-24 GENERAL CHILD CARE AND DEVELOPMENT PROGRAM – ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS; ACCEPTANCE OF GRANT FUNDS, IF AWARDED

B. Aguirre _____	M. Rudnick _____
B. Jones _____	C. Santo Domingo _____
*B. Jackson  _____	N. Williams _____




General Manager

Approved X _____

Disapproved _____

Withdrawn _____

If Approved: Board President  _____

Board Secretary  _____

RECOMMENDATIONS

1. Retroactively approve the Department of Recreation and Parks (RAP) entering into and accepting the California Department of Social Services (CDSS) Fiscal Year (FY) 2023-24 Local Agreement for Child Development Services Contract CCTR-3096 and Contract Amendment 01 CCTR-3096-01 (Grant) as attached to this Report as Attachment 1, which includes the CDSS CCTR Funding Terms and Conditions (FT&C) and Program Requirements effective July 1, 2023, and the CDSS General Terms and Conditions (GTC 04/2017), also attached to this Report as Attachment 1 (collectively, "CCTR Grant Terms"), for subsidized preschool services at RAP's licensed preschools, subject to approval of the City Attorney as to form;
2. Authorize RAP's General Manager or designee to accept and receive continue funding from CDSS, if awarded, in the amount of Five Hundred Seventy-Nine Thousand, One Hundred Fifty-Three Dollars (\$579,153) under the FY 2023-24 CCTR for subsidized preschool services at RAP's licensed preschools, and any subsequent amendments to such funding not to exceed \$25,000 per grant award (in compliance with the Grant Ordinance, Admin. Code Section 14.8(b)(1)(A)), subject to the approval of the Mayor and City Council;
3. Approve the execution by RAP's General Manager or designee of future amendments to

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CCTR Contract No. CCTR-3096 increasing CCTR grant funding in the aggregate amount of Two Million, Two Hundred Twenty-Nine Thousand, Six Hundred Sixty-Eight Dollars (\$2,229,668), which includes one-time start-up costs, to fund subsidized preschool services at RAP's additional eight (8) licensed preschools upon the same terms and conditions of the CCTR Grant Terms, subject to approval of the Mayor and City Council and approval of the City Attorney as to form;

4. Direct RAP staff to transmit a copy of the aforementioned grant documents to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for Committee and City Council retroactive approval of the grant awards, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
5. Direct RAP staff to transmit a copy of the aforementioned grant documents to the City Attorney for retroactive approval of the grant awards;
6. Designate RAP's General Manager or designee as the agent to conduct all negotiations, execute and submit all grant documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the acceptance and use of Grant funds;
7. Authorize RAP's Chief Accounting Employee or designee to establish the necessary accounts and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the FY 2023-24 continued funding from CDSS in the amount of Five Hundred Seventy-Nine Thousand, One Hundred Fifty-Three Dollars (\$579,153) for RAP's licensed preschools FY 2023-24 CCTR, which includes one-time start-up costs of up to Eighty-One Thousand, Seven Hundred Thirty-Eight Dollars (\$81,738), or any amount awarded in subsequent amendments; and,
8. Authorize RAP's Chief Accounting Employee or designee to make any technical changes, as may be necessary to effectuate the intent of this Report.

SUMMARY

At its January 5, 2023 meeting, the Board of Recreation and Parks Commissioners (Board) approved Report No. 23-010, which authorized RAP to submit an application to CDSS for continued funding for FY 2023-24 preschool programs at Jim Gilliam Child Care Center and Ralph M. Parsons Preschool at EXPO Center. The application was an agreement to enter into an automatic contract renewal with CDSS for FY 2023-24, through Local Agreement for Child Development Services Contract CCTR-3096 and Contract Amendment 01 CCTR-3096-01 (Grant), CDSS GTC 04/2017, CCTR FT&C and Program Requirements for FY 2023-24, attached to this Report as Attachment 1.

RAP has been receiving funding from CDE for over 36 years to provide childcare services at Jim Gilliam Child Care Center, which has a licensed capacity to serve 45 children in a high-need area, and for the last seven years at Ralph M. Parsons Preschool, which has a licensed capacity to serve up to 90 children. In FY 2022-23, CDSS took control of administering the CCTR program.

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CCTR provides funding for subsidized care for two- to three-year old children. This grant assists with serving children of families with incomes at or below seventy-five percent (75%) of the State median income level.

RAP received notification from CDSS of an award for CCTR, which is documented as part of the Grant attached to this Report as Attachment 1, in the amount of Five Hundred Seventy-Nine Thousand, One Hundred Fifty-Three Dollars (\$579,153) which includes one-time start-up costs of up to Eighty-One Thousand, Seven Hundred Thirty-Eight Dollars (\$81,738) for FY 2023-24. The application approved in Report No. 23-010 was originally intended for Jim Gilliam Child Care Center and Ralph M. Parsons Preschool at EXPO Center, however RAP has since opened two additional licensed preschools with eight more in the process of becoming licensed. Therefore, RAP staff requests approval to utilize the FY 2023-24 CCTR Grant funds at any of RAP's prospective licensed preschools listed below, once they are licensed and authorized by CDSS to utilize the Grant funds:

- Jim Gilliam Child Care Center, 4000 S. La Brea Av., Los Angeles
- Ralph M. Parsons Preschool at Expo Center, 841 MLK Bl., Los Angeles
- Victory Valley Child Care Center, 6451 St. Clair Ave., North Hollywood
- Branford Child Care Center, 13306 Branford St., Arleta
- Van Ness Child Care Center, 5720 2nd Ave., Los Angeles
- South Park Child Care Center, 345 E. 51st St., Los Angeles
- Ira C. Massey Child Care Center, 5001 Obama Bl., Los Angeles
- Evergreen Child Care Center, 211 S. Evergreen Ave., Los Angeles
- Hubert Humphrey Child Care Center, 12560 Fillmore St., Pacoima
- Echo Child Care Center, 515 Laveta Ter., Los Angeles
- Downey Child Care Center, 219 S. Avenue 18, Los Angeles
- Banning Child Care Center, 1331 Eubank Ave., Wilmington

The award is a maximum reimbursable amount with payments made by CDSS based on RAP's quarterly reports of actual enrollment, attendance, and expenses. RAP staff recommends the approval and acceptance of the Grant and the terms incorporated therein, including the CCTR GTC 04/2017, FT&C, and Program Requirements for FY 2023-24, which are attached to this Report as Attachment 1. CDSS will release future amendments to CCTR Grant contract CCTR-3096 to fund the remaining eight (8) new preschools as each preschool becomes licensed and RAP notifies CDSS of such licenses. RAP staff recommends advance approval of the execution of such amendments on terms substantially similar to the CCTR Grant Terms and up to a maximum amount Two Million Two Hundred Twenty-Nine Thousand, Six Hundred Sixty-Eight Dollars (\$2,229,668), which includes one-time start-up costs for each new site.

FISCAL IMPACT

Acceptance of a CCTR grant from CDSS does not require RAP to provide matching funds, therefore, it would not impact RAP's General Fund. This grant, if approved, provides funding to continue subsidized preschool programs at RAP's licensed preschools.

STRATEGIC PLAN INITIATIVES AND GOALS

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Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Outcome No. 1: Improved health and social equity for young Angelenos

This Report was prepared by Jennifer Sapone, Senior Management Analyst I, Recreation Services Branch, Program Grants Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1.) CDSS CCTR Local Agreement for Child Development Services Contract CCTR-3096, CDSS CCTR Contract CCTR-3096-01 Amendment 01, General Terms and Conditions (04/2017), Funding Terms and Conditions (FT&C), and Program Requirements for FY 2023-24

**CALIFORNIA DEPARTMENT OF SOCIAL
SERVICES PROGRAM REQUIREMENTS FOR
GENERAL CHILDCARE & DEVELOPMENT
(CCTR)**

Effective July 1, 2023

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I. OPERATIONAL REQUIREMENTS

A. Purpose of Childcare and Development Services (*WIC 10207*)

1. To provide a comprehensive, coordinated, and cost-effective system of childcare and development services for children from infancy to thirteen years of age and their parents, including a full range of supervision, health and support service through full-and part-time programs.
2. To encourage community-level coordination in support of childcare and development services.
3. To provide an environment that is healthy and nurturing for all children in childcare and development programs.
4. To provide the opportunity for positive parenting to take place through understanding of human growth and development.
5. To reduce strain between parent and child in order to prevent abuse, neglect, or exploitation.
6. To enhance the cognitive development of children, with particular emphasis upon those children who require special assistance, including bilingual capabilities, to attain their full potential.
7. To establish a framework for the expansion of childcare and development services.
8. To empower and encourage parents and families of children who require childcare services to take responsibility to review the safety of the childcare program or facility and to evaluate the ability of the program or facility to meet the needs of the child.

B. Pre-service Training Requirements (*45 CFR 98.45*)

Contractors will verify that all providers have been trained in Health and Safety Requirements within the first three months of providing services.

C. Information to Share with Parents (*HSC 1596.857(e)*)

Each childcare facility shall permanently post, in a prominent location, information about the registered sex offender database that is available on the [Megan's Law website](#), and give families one of the two licensing forms (LIC 995 or 995A, Notification of Parents' Rights) provided by the State Department of Social

D. Prohibition Against Religious Instruction or Worship (5 CCR 18017)

Contractors shall not provide nor be reimbursed for childcare and development services which include religious instruction or worship.

E. Prohibition against Expulsion (WIC 10491.1(a))

1. Except as authorized by subparagraph (5), a program shall not do either of the following:
 - a. Expel or unenroll a child because of a child's behavior.
 - b. Persuade or encourage a child's parents or legal guardians to voluntarily unenroll from the program due to a child's behavior.
2. If a child exhibits persistent and serious behaviors, the program shall expeditiously pursue and document reasonable steps, including, but not limited to, consulting with the child's parents or legal guardians and teacher, and, if available, engaging an early childhood mental health consultant, to maintain the child's safe participation in the program. The program shall inform the parents or legal guardians of a child exhibiting persistent and serious behaviors of the process described in this section in writing, including a description of the behaviors and the program's plan for maintaining the child's safe participation in the program.
3. If the child has an individualized family service plan or individualized education program, the program, with written parental consent, shall contact the agency responsible for the individualized family service plan or individualized education program to seek consultation on serving the child.
4. The program shall consider, if appropriate, completing a comprehensive screening to identify the needs of the child, including, but not limited to, screening the child's social and emotional development, referring the child's parents or legal guardians to community resources, and implementing behavior supports within the program.
5. If a program has expeditiously pursued and documented reasonable steps to maintain the child's safe participation in the program and determines, in consultation with the parents or legal guardians of the child, the child's teacher, and, if applicable, the local agency responsible for implementing the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), that the child's continued enrollment would present a serious safety threat to the child or other enrolled children, it shall refer the parents or legal guardians to other potentially appropriate placements, the local childcare resource and referral agency, or other referral service available in the local community, and, to the greatest extent possible, support direct transition to a more appropriate placement. The program may then unenroll the child.

6. A program shall have up to 180 days to complete the process described in subparagraphs (2) and (5) above.
7. This provision shall not apply to licensed family childcare home providers operating through a family childcare home education network under this contract.

F. Prohibition against Suspension (WIC 10491.1(b))

1. Except as provided in subparagraphs (2), (5), and (6) below, a program shall not do either of the following:
 - a. Suspend a child due to a child's behavior.
 - b. Encourage or persuade a child's parents or legal guardians to prematurely pick up a child due to a child's behavior before the program day ends.
2. Suspension shall only be used as a last resort in extraordinary circumstances when there is a serious safety threat that cannot be reduced or eliminated without removal. To the greatest extent possible, a program shall endeavor to ensure the full participation of enrolled children in all program activities.
3. Before a program determines that suspension is necessary, the program shall collaborate with the child's parents or legal guardians and use appropriate community resources, as needed, to determine no other reasonable option is appropriate, and provide written notice to the child's parents or legal guardians pursuant to (5) below.
4. If suspension is deemed necessary, a program shall help the child return to full participation in all program activities as quickly as possible while ensuring child safety by doing all of the following:
 - a. Continuing to engage with the parents or legal guardians and continuing to use appropriate community resources.
 - b. Developing a written plan to document the action and supports needed.
 - c. Providing referrals to appropriate community services.
 - d. If the child has an individualized family service plan or individualized education program, the program, with written parental consent, shall contact the agency responsible for the individualized family service plan or individualized education program to seek consultation on serving the child.
5. In the event a program suspends or expels a child pursuant to this section, the program shall issue the child's parent or guardian a NOA in accordance with section VII, paragraph B, *Notice of Action, Recipient of Services*.

6. This provision shall not apply to licensed family childcare home providers operating through a family childcare home education network under this contract.

G. Early Childhood Mental Health Consultation (ECMHC) Services (WIC 10281)

1. For purposes of this section, “early childhood mental health consultation service” means a service benefiting an infant or toddler who is 0-36 months of age, inclusive, and is served in a general childcare and development program pursuant to this chapter, or a child who is 0 to 5 years of age, inclusive, and is served in a family childcare home education network setting funded by a general child care and development program pursuant to this chapter.
2. For purposes of this section, “early childhood mental health consultation service” includes, but is not limited to, all of the following:
 - a. Support for providers, parents, legal guardians, and caregivers to create proactive trauma-informed, inclusive environments and to respond effectively to all children.
 - b. Assistance through individual site consultations, provision of resources, formulation of training plans, referrals, and other methods that address the unique needs of programs and providers.
 - c. Aid to providers, parents, legal guardians, and caregivers, and encouragement and facilitation of collaborations and communication, in developing the skills and tools needed to be successful as they support the development and early learning of all children, including observing environments, facilitating the development of action plans, and supporting site implementation of those plans.
 - d. The development of strategies for addressing prevalent child mental health concerns, including internalizing problems, such as appearing withdrawn, and externalizing problems, such as exhibiting persistent and serious behaviors.
 - e. If a child exhibits persistent and serious behaviors, support with the pursuit and documentation of reasonable steps to maintain the child’s safe participation in the program, as described in paragraphs E *Prohibition against Expulsion* and F *Prohibition against Suspension*, above.
 - f. Face-to-face interactions or video-based platforms and other modes of communication that are compliant with the federal Health Insurance Portability and Accountability Act (Public Law 104-191), such as the telephone.
 - g. Group or individual consultations of any of the actions described in this paragraph.

3. The cost to a provider agency of providing an early childhood mental health consultation service shall be reimbursable pursuant to *WIC 10281.5* if all of the following apply:
 - a. The early childhood mental health consultation service is provided on a schedule of sufficient and consistent frequency, continuously throughout the program year, to significantly contribute to all the following:
 - i. Improving interpersonal relationships and child outcomes.
 - ii. Increasing the confidence, competence, and well-being of those consulted.
 - iii. Eliminating suspensions and expulsions.
 - b. The early childhood mental health consultation service is provided by one of the following persons:
 - i. A licensed mental health professional, including a marriage and family therapist, a licensed clinical social worker, a licensed professional clinical counselor, a licensed psychologist, a licensed child and adolescent counselor, a licensed psychologist, a licensed child and adolescent psychiatrist, a credentialed school counselor, or a school psychologist credentialed pursuant to *EC 54266*, and employed pursuant to *EC 49400*. The persons described in this subparagraph shall have at least three years of experience providing mental health services to children zero to five years of age, inclusive, shall have training in infant, family, and early childhood mental health, shall be adequately insured, shall have held their respective license for a minimum of two years, and shall be in full compliance with all continuing education requirements applicable to their profession.
 - ii. A license-eligible marriage and family therapist, a license-eligible child and adolescent psychiatrist, who is supervised by a person meeting all the requirements described in (i) above
 - iii. A person holding , at a minimum, a master's degree in a field related to mental health or human services, including, but not limited to, marriage and family therapy, clinical social work, professional clinical counseling, infant mental health, human development, human services, psychology, school psychology, child and adolescent psychiatry or occupational therapy, education, social work, and other related field, as determined by DSS, and who has at least two years of experience working with children zero to five years of age, inclusive, who is supervised by a person meeting all of the requirements described in (i) above.

- iv. A person meeting all of the requirements described in (i) above who is providing supervision pursuant to (ii) above may be an employee of a contracting agency, including on a temporary or part-time bases, or engaged as an external contractor, provided that supervision takes place on a regular basis that is sufficient to offer professional guidance and support.
 - c. Any person providing mental health consultation services pursuant to this section shall have a successful criminal background check.
- 4. The early childhood mental health consultation service uses a relationship-based model emphasizing strengthening relationships among early childhood education providers, parents, children, and representatives of community systems and resources, and integrates reflective practice into the onsite consultation model. This model shall include, but not be limited to all of the following:
 - a. At least twice per program year, conducting early care and education setting-based mental health assessments, such as the “Climate of Healthy Interactions for Learning & Development (CHILD)” or another appropriate instrument.
 - b. Recordkeeping that adequately documents all consultation activities.
 - c. With consent from parents or legal guardians, at least one screening of each enrolled child for adverse childhood experiences and screening for buffering factors, including, but not limited to, resilience.
- 5. Within the first 30 days upon hire or start of consultation services, a provider agency ensures that a consultant is trained in all of the following:
 - a. California law and professional ethics for early childhood mental health consultation, including all the following:
 - i. Contemporary professional ethics and statutory, regulatory, and decisional laws that delineate the scope of practice of early childhood mental health consultation.
 - ii. The therapeutic, clinical, and practical considerations involved in the legal and ethical practice of early childhood mental health consultation.
 - iii. Confidentiality, particularly as it pertains to minors.
 - b. Child abuse and neglect mandated reporting laws.
 - c. Best practices and foundation of early childhood mental health consultation

- d. All relevant laws and regulations regarding state and federal childcare programs.
6. Consultants and supervisors shall participate in continuing professional development and education for at least 18 hours per program year. Topics may include, but are not limited to, infant-family and early childhood mental health, implicit bias and equity, trauma-informed practice, early childhood development, and consultation.

H. 24 Month Certification (WIC 10271(h))

Except as provided below upon initial certification and recertification, a family shall be considered to meet all eligibility and need requirements for those services for not less than 24 months, shall receive those services for not less than 24 months having their eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 24 months.

1. Children who are 12 years old at certification or recertification shall be certified or recertified for not less than 12 months. Except for children with exceptional needs, a child shall not continue to receive services beyond their 14th birthday.
2. Families reporting changes pursuant to section IV, paragraphs C, *Requirement to Report when Income Exceeds 85% of SMI* and D, *A Family's Right to Voluntarily Request Changes*.

I. Records on File Concerning Licensed Service Providers (WIC 10267.5, 5 CCR 18231)

Contractors providing services through family childcare home education network providers shall maintain the following records concerning licensed service providers:

1. A statement of the service provider's current fees with information regarding the provider's usual and customary services provided for those fees.
2. A statement signed by the provider that the childcare and development services being provided do not include religious instruction or worship.
3. A document that contains the rate and schedule of payment for approved services that is signed by both the service provider and the contractor.
4. A copy of the facility license that shows the authorized capacity of the facility.
5. The name, address and telephone number of the service provider.
6. The age group(s) served by the provider.

7. A declaration by the provider that the parents have unlimited access to their children and providers caring for their children during normal hours of provider operation and whenever the children are in the care of the provider.

J. Notifying Provider of Service Level Changes (WIC 10276)

1. Contractors providing services through family childcare home education network providers shall notify a childcare provider of changes to a family's service levels, including but not limited to the following:
 - a. Reimbursement amount and/or rate changes
 - b. Certified hours of need
 - c. Family fees
 - d. Termination of services
 - e. Parent request to change provider
 - f. Change to family eligibility status that may impact reimbursement
2. The notice shall occur either electronically, if requested by the childcare provider, or via United States Postal Service.
3. The contractor shall send the notice, as well as the effective date of action no later than the day the program becomes aware that the change will occur.

K. Continuity of Services (45 CFR 98.21, WIC 10271(c))

1. Upon initial certification or recertification, except as specified in paragraph H, *24 month Certification* above, the child shall be considered eligible and will receive services at least at the same level, regardless of: a temporary change in the ongoing status of the child's parent. A temporary change shall include, at a minimum:
 - a. Any time-limited absence from work for an employed parent due to reasons such as need to care for a family member or an illness;
 - b. Any interruption in work for a seasonal worker who is not working between regular industry work seasons;
 - c. Any student holiday or break for a parent participating in training or education;
 - d. Any reduction in work, training or education hours, as long as the parent is still working or attending training or education;

- e. Any other cessation of work or attendance at a training or education program that does not exceed three months or a longer period of time established by the Lead Agency;
 - f. Any change in age, including turning 13 years old during the eligibility period; and
 - g. Any change in residency within the State.
2. To promote the continuity of childcare and development services, a family that no longer meets a particular program's income, eligibility or need criteria may have their services continued if the contractor is able to transfer that family's enrollment to another program for which the family continues to be eligible prior to the date of disenrollment of services. The transfer of enrollment may be to another program within the same contracting agency or to another agency that administers state or federally funded childcare and development programs.

L. Confidentiality of Records (5 CCR 18117)

The use or disclosure of all information pertaining to the child and his/her family shall be restricted by the contractor to purposes directly connected with the administration of the program. The contractor shall permit the review of the family data file by the child's parent(s) or parent's authorized representative, upon request and at reasonable times and places.

II. ADMISSION, PRIORITIES, WAITING LIST, AND DISPLACEMENT

A. General Admission Procedures (5 CCR 18105)

1. Contractors shall develop written admission policies and procedures that shall be made available to the public.
2. The admission procedures established shall conform to requirements in 22 CCR 101319.

B. Admission Priorities (WIC 10271, 5 CCR 18106)

1. First priority:
 - a. Must be given to families whose children are recipients of child protective services, or who are at risk of being neglected, abused, or exploited, upon written referral from a legal, medical, or social services agency.
 - b. Within the first priority for services children receiving protective services through the local county welfare department shall be enrolled before children identified as at risk of being neglected or abused or exploited.
 - c. If an agency is unable to enroll a child in this first priority category, the agency shall refer the child's parent or guardian to local resources and referral services so that services for the child can be located.
2. Second priority:
 - a. All children and families who are not within the first priority for admission shall be admitted in accordance with family income, with the lowest income ranked families admitted first.
 - b. For purposes of determining the order of admission, families with the lowest gross monthly income in relation to family size as determined by the income ranking schedule adopted by the CDSS shall be admitted first. Public assistance grants are counted as income.
 - c. When two or more families have the same income ranking, families shall be admitted in the following order:
 - i. the family that has a child with exceptional needs shall be admitted first.
 - ii. If there is no family with a child with exceptional needs, the family in which the primary home language is a language other than English shall be admitted first,

- d. If there is no family with the same income ranking that meet the criteria in (c) above, the family with the same income ranking that has been on the waiting list the longest shall be admitted first.
3. Contractors shall not deny service to nor assign a lower priority to a family that needs less than full-time services.
4. Except for situations where not all of the children in a family are certified based on child protective services, a family that has a child or children enrolled in a program shall be allowed to enroll additional children provided there exists an appropriate program opening such as infant care or services to school age care children in which to enroll the child.
5. When not all of the children in a family are certified based on child protective services, the other children or the parents in the family must meet both eligibility and need criteria as specified in section III, paragraphs A, *Eligibility Criteria* and B, *Need Requirements* prior to enrollment and shall be admitted in accordance with priorities specified in this paragraph.
6. The CDSS may grant a waiver to the priorities specified above in order for the contractor to serve specific populations. Requests may not include waiver of the fee schedule or admission of ineligible families. Waiver requests shall be submitted to the CDSS and approved prior to implementation.

C. Waiting List (5 CCR 18106)

Contractors shall maintain a current waiting list in accordance with admission priorities. Contractors may satisfy the requirement for maintaining a waiting list by participating in a county childcare centralized eligibility list. Contractors shall contact applicants in order of priority from the waiting list as vacancies occur.

D. Displacement (5 CCR 18106)

If it is necessary to displace families, families shall be displaced in reverse order of admission priorities.

III. ELIGIBILITY, NEED, RESIDENCY, AND AGE REQUIREMENTS

A. Eligibility Criteria (*WIC* 10271)

A family is eligible for childcare and development services because the parent(s) is:

1. A current aid recipient,
2. Income eligible
3. Experiencing homeless,
4. One who has a member of the household, counted in the family size, is certified to receive benefits from any one of the following means-tested government programs:
 - a. Medi-Cal,
 - b. CalFresh,
 - c. The California Food Assistance Program,
 - d. The California Special Supplemental Nutrition Program for Women, Infants and Children (*WIC*),
 - e. The Federal Food Distribution Program on Indian Reservations,
 - f. Head Start, Early Head Start,
 - g. CalWORKs child only cash aid, or
 - h. Any other designated means-tested government program, as determined by the department.
5. One whose child(ren) are recipients of protective services, or whose child(ren) have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited.

B. Need Requirements (5 *CCR* 18085)

1. Except as otherwise provided for in law, families who are eligible for subsidized childcare and development services shall document that each parent in the family, as defined in FTC, Section X, *Definitions*; meets at least one of the following need criterion,
 - a. The child(ren) is (are) a recipient(s) of child protective services, or identified as being abused, neglected, or exploited, or at risk thereof;

- b. The parent is employed;
 - c. The parent is seeking employment;
 - d. The family is experiencing homelessness;
 - e. The family is seeking permanent housing for family stability;
 - f. The parent is enrolled in vocational training;
 - g. The parent is enrolled in an educational program;
 - h. The parent is incapacitated.
2. Subsidized childcare and development services shall only be available to the extent to which:
- a. The parent(s) meets a need criterion as specified in (1) above that precludes the provision of care and supervision of the family's child(ren) for any part of the day;
 - b. There is no parent, as defined in FTC, Section X, *Definitions*; in the family available and capable of providing care for the family's child(ren) during the time care is requested; and
 - c. Supervision of the family's child(ren) is(are) not otherwise being provided by:
 - i. Scheduled time in a public educational program available to school-age child(ren);
 - ii. A private school in which the child(ren) is(are) enrolled and attending; or
 - iii. A time when a child(ren) is (are) receiving any other childcare and development services.
3. A family may receive services based on more than one need criterion at any one time, provided that applicable documentation has been collected.

C. Residency Requirement (5 CCR 18107)

1. To be eligible for services the child must live in the State of California while services are being received. Evidence of a street address or post office address in California will be sufficient to establish residency. A person identified as "experiencing homelessness" is exempt from this requirement and shall submit a declaration of intent to reside in California.

2. The governing board of any school district, community college, or a County Superintendent of Schools may accommodate children residing outside the district boundaries in accordance with *WIC 10332(a)*.
3. The determination of eligibility for childcare and development services shall be without regard to the immigration status of the child or the child's parent(s) unless the child or the child's parent(s) is under a final order of deportation from the United States Department of Justice.

D. Age Eligibility (45 CFR 98.21, WIC 10273, 5 CCR 18089)

1. Children are eligible for initial certification or recertification until their thirteenth birthday.
2. Children with exceptional needs may be served to age twenty-one. Children with exceptional needs shall also meet the criteria for that age group specified in *EC 56026*.
3. The preferred placement for children who are eleven or twelve years of age and who are otherwise eligible for subsidized childcare and development services will be in an After School Education and Safety Program or 21st Century Community Learning Centers. Children who are eleven or twelve will continue to receive subsidized childcare services when a After School Education and Safety Program or 21st Century Community Learning Centers is not available. This does not apply to 11 and 12 year old children with exceptional needs.

IV. INITIAL CERTIFICATION, RECERTIFICATION, REPORTING CHANGES, AND CONTENT OF FAMILY DATA FILE

A. Initial Certification of Eligibility (*WIC 10491.1(c)(2), 5 CCR 18082*)

1. The contractor shall designate the staff person(s) authorized to certify family/child eligibility. The contractor's authorized representative shall:
 - a. Certify or deny each family's/child's eligibility and need for childcare and development services after reviewing the completed application and documentation contained in the family data file, as applicable, as provided in section V, *Family Data File and Documentation*; and
 - b. Issue a NOA within 30 day of the date the parent signs the application for services, in accordance with section VII, paragraph A, *Notice of Action, Application for Services*.
 - c. Once certified as eligible to receive services, except as otherwise provided in law or regulation, consider the family to meet all eligibility and/or need requirements for not less than 24 months, at which point the family's eligibility and/or need shall be recertified as provided in paragraph B, *Recertification of Eligibility* below.
2. When a family is certified as income eligible, the contractor shall, at the same time, notify the family in writing of the requirement to report if their income exceeds ongoing income eligibility limits, as provided in paragraph C, *Requirement to Report when Income Exceeds 85% SMI* below.
3. Upon enrollment of a child, a program shall notify the child's parents or legal guardians of the limitations on disenrollment, including expulsion and suspension. This notification shall be in writing and shall inform parents on how they may file an appeal to the department in the event of the expulsion or suspension of a child.
4. Except as otherwise provided for in law or regulation, disenrollment cannot occur prior to the end of the 24-month certification period, with the following exceptions:
 - a. When the recalculation of income, pursuant to paragraph B, *Recertification of Eligibility* below, based on the provided documentation indicates that the family's adjusted monthly income exceeds the income eligibility threshold set forth in *WIC 10271.5* and the family does not meet the requirements for another eligibility basis pursuant to section III, paragraph A, *Eligibility Criteria*.
 - b. When the parent changes residency outside of California as reported by the parent; or

- c. When there is substantiated evidence of fraud that invalidates the initial certification, and the family is not otherwise eligible; or
 - d. When the family has abandoned care pursuant to FTC, Section IV, paragraph E *Abandonment of Care*.
5. Families disenrolled prior to the last day of the 24-month certification period shall be issued a Notice of Action pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*.

B. Recertification of Eligibility (5 CCR 18082.1)

- 1. Families shall be recertified for services by the contractor no later than 50 calendar days following the last day of the 24-month (12 month for those certified on or before December 31, 2022) certification period, which starts with the day the agency's authorized representative signed the last application for services.
- 2. In order to recertify families, the contractor's authorized representative shall:
 - a. Notify the parent in writing in the final 30 days of the 24-month (12-month for those certified on or before December 31, 2022) certification period, which starts with the day the contractor's authorized representative signed the last application for services, of:
 - i. The requirement that the families be recertified in order to receive ongoing services;
 - ii. The date that the recertification must be completed by;
 - iii. The recertification appointment date, which can be no earlier than one day following the last day of the 24-month (12-month for those certified on or before December 31, 2022) certification period;
 - iv. Information on the recertification process;
 - v. Required information/documentation needed for the recertification appointment; and
 - vi. A telephone contact number and an optional email address in the event the parent may have any questions regarding the recertification process.
 - b. Recertify or deny each family's/child's eligibility and need for childcare and development services after reviewing the completed application and documentation contained in the family data file, as provided for in section V *Family Data File and Documentation*; and

- c. Issue a Notice of Action pursuant to section VII, paragraph B *Notice of Action, Recipient of Services* to recertify eligibility for services or disenroll the family. NOTE: the NOA must be issued no later than 30 days from the date the parent signs the application for services or no more than 50 calendar days following the last day of the 24-month certification period whichever is sooner.
3. Once recertified as eligible to receive services, except as otherwise provided in law or regulation, the contractor shall consider the family to meet all eligibility and/or need requirements for 24 months, at which point the family's eligibility and/or need must be recertified as set forth in this section.
4. When a family is recertified as income eligible, the contractor shall at the same time provide notice to the family of the requirement to report if their income exceeds the income threshold, as provided in paragraph C *Requirement to Report when Income Exceeds 85% of SMI*, below.
5. Except as otherwise provided for in law or regulation, disenrollment cannot occur prior to the end of the 24-month (12-month for those certified on or before December 31, 2022) certification period, even if disqualifying information is discovered during the preliminary collection of documentation for recertification, with the following exceptions:
 - a. When the recalculation of income, pursuant to paragraph C *Requirement to Report when Income Exceeds 85% of SMI*, based on the provided documentation indicates that the family's adjusted monthly income, adjusted for family size, exceeds the income threshold set forth in *WIC 10271.5* and the family does not meet the requirements for another eligibility basis pursuant to section III, paragraph A, *Eligibility Criteria*; or
 - b. When the parent changes residency outside of California, as reported by the parent; or
 - c. When there is substantiated evidence of fraud that invalidates the initial certification or recertification; or
 - d. When the family has abandoned care pursuant to FTC, section IV, paragraph E *Abandonment of Care*.
6. Families disenrolled prior to the last day of the 24-month (12-month for those certified on or before December 31, 2022) initial certification or recertification period shall be issued a Notice of Action pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*.
7. The contractor shall make every effort to make the recertification process convenient for families by providing early morning, evening, weekend appointments, or appointments at alternative locations as needed. The

contractor may use technology to complete the recertification process if there is no reasonable way for the family to complete the process in person.

C. Requirement to Report when Income Exceeds 85% of State Median Income (SMI) (5 CCR 18082.2)

When a family is initially certified or recertified on the basis of income eligibility, the contractor shall:

1. Contractors shall at initial certification and recertification, notify the parent, in writing;
 - a. Provide the parent a copy of the income calculation worksheet that verifies the family is income eligible; and
 - b. Provide the parent with a copy of the most recent Schedule of Income Ceiling eligibility table, as published by the CDSS;
 - c. Notify the parent in writing of the following:
 - i. The maximum adjusted monthly income, adjusted for family size, taking into account income fluctuations pursuant to subparagraph 3, of section V, paragraph D *Income Calculation*, that the family could earn before the family would be disqualified for services, based on on-going eligibility requirements; and
 - ii. The requirement to notify the contractor, within 30 calendar days, of any current and on-going income change that causes the family's adjusted monthly income, adjusted for family size, to exceed this maximum amount. If the family does not meet another basis for eligibility, the contractor shall issue a Notice of Action pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*.
2. Upon notification by the parent that they may have exceeded the maximum income threshold, the contractor shall utilize the process set forth in section V, paragraphs C *Documentation of Eligibility: Income and Family Fee*, and D *Income Calculation* to recalculate the family's adjusted monthly income, adjusted for family size, to determine if the family remains income eligible for continued services.
 - a. If the contractor determines, based on the provided documentation, that the family is still income eligible for services, the contractor shall inform the family in writing.

- b. If the contractor concludes the family is no longer income eligible based upon the documentation provided by the parent or the parent fails to provide the documentation as requested by the contractor within 15 calendar days from the day of the parent's notification and the family does not establish another basis for eligibility based on documentation, the contractor shall issue a Notice of Action to disenroll the family pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*.
- c. If the contractor concludes the family remains eligible for services based on documentation supporting another basis of eligibility, the contractor shall issue a Notice of Action approving services on the new basis for eligibility pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*.

D. A Family's Right to Voluntarily Request Changes (5 CCR 18082.3)

- 1. A family may, at any time, voluntarily request to reduce a family fee or increase their certified schedule and shall provide applicable supporting documentation for the requested change.
- 2. When a family voluntarily requests to reduce their family fee, the contractor shall:
 - a. Use the documentation provided by the parent to reduce the family fee, if applicable, pursuant to section V, paragraphs B *Documentation and Determination of Family Size*, C *Documentation of Eligibility: Income and Family Size*, and D *Income Calculation*;
 - b. Within 10 business days after receipt of applicable documentation, issue a Notice of Action pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*;
 - c. Only use any information received to reduce the family fee, if applicable. No other changes to the certified schedule shall be made unless requested by the family pursuant to subparagraph 5 of section IV, paragraph C *A Family's Right to Voluntarily Request Changes*.
- 3. Notwithstanding any other law or regulation, the effective date of any family fee reduction shall be the first day of the subsequent month.
- 4. When a family voluntarily requests an increase to their certified schedule, the contractor shall:
 - a. Use the documentation provided by the parent to increase the certified schedule;

- b. Within 10 business days after receipt of applicable documentation, issue a Notice of Action pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*;
 - c. Notwithstanding any other law or regulation, make the effective date of the increase in certified schedule immediate. For contracted center-based programs, including those that provide services through a Family Childcare Home Education Network, this is based on hours of operation and space availability, as applicable; and
 - d. Only use any information received to increase the certified schedule. No other changes to the certified schedule shall be made.
5. When a family voluntarily requests a reduction to their certified schedule, the parent shall:
- a. Submit a written request that includes:
 - i. Days and hours per day requested; and
 - ii. Date of the proposed reduction of their certified schedule
 - b. Acknowledge in writing that they understand that they may retain their current certified schedule and that a decrease to their certified schedule would replace their current schedule, and if they choose to increase their certified schedule at a later time, they will be required to provide additional documentation.
6. Upon receipt of the parent's written request in subparagraph 5 above, the contractor shall:
- a. Notify the family in writing of the parent's right to continue to bring the enrolled child pursuant to the original certified schedule and that a decrease to their certified schedule would replace their current schedule, and if the parent chooses to increase their certified schedule at a later time, they will be required to provide additional documentation; and
 - b. Use the documentation provided by the parent to reduce the certified schedule, as applicable;
 - c. Issue a Notice of Action pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*;
 - d. Notify the family in writing that the family may voluntarily request to reduce their family fee due to a reduction of their certified schedule by following the process outlined in subparagraphs 5 (a) and (b) above; and

- e. Only use any information received to reduce their certified schedule. No other changes to the certified schedule shall be made.

E. Contents of Family Data File (5 CCR 18081)

1. Contractors shall establish and maintain a family data file for each family receiving childcare and development services.
2. The family data file shall contain a completed and signed application for services and the following records as applicable to determine eligibility and need in accordance with section III, paragraphs A *Eligibility Criteria*, and B *Need Requirements*:
 - a. Records/documentation demonstrating eligibility, as specified in section V, *Family Data File and Documentation*, based on the following:
 - i. Current CalWORKs cash aid recipient
 - ii. Income eligibility, which shall include an income calculation worksheet;
 - iii. Family experiencing homelessness;
 - iv. The child is receiving child protective services;
 - v. The child is identified as being abused, neglected or exploited or at risk thereof;
 - vi. Current means tested government program benefit recipient
 - b. Records/documentation demonstrating a need for services, as specified in section V *Family Data File and Documentation*, based on the following:
 - i. The child is receiving child protective services;
 - ii. The child is identified as being abused, neglected or exploited or at risk thereof
 - iii. Family experiencing homelessness;
 - iv. The parent is employed;
 - v. The parent is seeking employment;
 - vi. The parent is enrolled in vocational training;
 - vii. The parent is enrolled in educational programs;
 - viii. The parent is incapacitated; or

- ix. The parent is seeking permanent housing for family stability.
3. The family data file shall also include the following:
- a. Documentation of a child's exceptional needs, if applicable;
 - b. Applicable Notice(s) of Action as required in section VII, paragraphs A *Notice of Action, Application for Services* or B *Notice of Action, Recipient of Services*.
 - c. For all center-based contractors, including those that provide services through a Family Childcare Home Education Network, the family data file shall contain all child health and current emergency information required by 22 CCR, 101221 or 102421 as applicable.
 - d. When the family is certified as income eligible, documentation of the notification to the parent of their requirement to report when the family's income exceeds the income threshold as described in paragraph C *Requirement to Report when Income Exceeds 85% of SMI* above.

V. FAMILY DATA FILE AND DOCUMENTATION

A. Application for Services (5 CCR 18083)

The application for services shall contain the following information:

1. The parent's(s') full name(s), address(es) and telephone number(s) and e-mail address(es), if applicable;
2. The names and birth dates of all children under the age of 18 years in the family, as defined in FTC, Section X *Definitions*, whether or not they are served by the program;
3. The maximum number of hours of care needed each day or week for each child;
4. The basis of eligibility, as specified in section III, paragraph A *Eligibility Criteria*,
5. The reason for needing childcare and development services as specified in section III, paragraph B *Need Requirements*.
6. Employment, vocational training, or educational program information for parent(s) shall include:
 - a. Name and phone number of the employer or contact person;
 - b. Name and address of the business, vocational training, or educational program; and
 - c. Days and hours of employment, enrollment in vocational training or educational program, as applicable.
7. Family size and families adjusted monthly income, if applicable.
8. The parent's signature signed under penalty of perjury and date of the signature.
9. The signature of the contractor's authorized representative on the application for services certifying that the family and/or child meets the criteria for receipt of services.

B. Documentation and Determination of Family Size (5 CCR 18083.1)

1. The parent shall obtain and provide supporting documentation regarding the number of children and parents in the family as listed on the application for services.

2. The number of children shall be documented by providing one of the following documents, as applicable:
 - a. Birth certificates; or other live birth records;
 - b. Court orders regarding child custody;
 - c. Adoption documents;
 - d. Records of Foster Care placements;
 - e. School or medical records;
 - f. County welfare department records; or
 - g. Other reliable documentation indicating the relationship of the child to the parent.
3. If only one parent has signed the application and the information provided pursuant to subparagraph 2 above, indicates the child(ren) in the family has another parent whose name does not appear on the application, then the parent who has signed the application shall self-certify the presence or absence of that parent under penalty of perjury and shall not be required to submit additional information documenting the presence or absence of the second parent
4. For income eligibility and family fee purposes, when a child and that child's siblings are living in a family that does not include their biological or adoptive parent, such as, formal or informal custodial family arrangements or foster care:
 - a. Only the child and related siblings shall be counted to determine family size;
 - b. Payments as described below, shall not be included as income; (CCB 22-30)
 - i. Foster care payments pursuant to *WIC* Section 11460;
 - ii. Approved Relative Caregiver Funding Program payments pursuant to *WIC* Section 11461.3;
 - iii. Emergency Assistance Program payments pursuant to *WIC* Section 11461.36;
 - iv. Tribal Approved Relative Caregiver Funding Program payments pursuant to *WIC* Section 11461.4;

- b. Pursuant to *WIC* Section 10271.5(f), guaranteed income payments, as defined in *FTC*, Section X, Definitions, received by an individual shall not be included as income for purposes of determining eligibility for childcare; and
- c. The adult(s) who live(s) with and has responsibility for the care and welfare of the child(ren), must meet a need criterion as specified in section III, paragraph B Need Requirements.

C. Documentation of Eligibility: Income and Family Fee (*WIC* 10271, 5 *CCR* 18084)

- 1. The parent shall obtain and provide documentation of the family's total countable income for the purposes of determining whether a family is income eligible and/or assessing the appropriate family fee, as applicable. The parent(s) shall provide documentation of total countable income for all the individuals counted in the family size as follows:
 - a. If the parent is employed, the parent shall provide:
 - i. A release authorizing the contractor to contact the employer(s) that includes, to the extent known, the employer's name, address, telephone number, and usual business hours; and
 - ii. Payroll check stubs, or an independently drafted letter from the employer, or other record of wages issued by the employer from either month of the two-month window immediately preceding the initial certification, or the recertification of eligibility for services.
 - b. When the employer refuses or fails to provide requested documentation or when the parent states a request for documentation would adversely affect the parent's employment, the parent shall obtain and provide other means of verification that may include a list of clients and amounts paid, the most recently signed and completed tax returns, quarterly estimated tax statements, or other records of income to support the reported income, along with a self-certification of income.
 - c. If the parent is self-employed, the parent shall obtain and provide a combination of documentation necessary to establish current income eligibility from either month of the two-month window immediately preceding the initial certification, or the recertification of eligibility for services. Documentation shall consist of a self-certification of income, as defined in *FTC*, Section X *Definitions*, and as many of the following types of documentation as reasonably necessary to determine income:
 - i. An independently drafted letter from the source of the income; or

- ii. A copy of the most recently signed and completed tax return with a statement of current estimated income for tax purposes; or
 - iii. Other business records, such as ledgers, receipts, or business logs.
 - d. If any member of the household, counted in the family size, is a recipient of a means-tested government program, the parent shall provide the application for the means-tested government program, for the purposes of calculating family fees. If the applications for means-tested government programs are not available to the family, contractors shall have the family self-certify that they do not have access to the application, and to the best of their recollection, the income declared on the application for the means-tested government program.
 - e. If the parent does not have income from employment, the parent shall provide a self-certification of income, as defined in FTC, Section X *Definitions*.
 - f. The parent shall also provide documentation of all non-wage income, which includes self-certification of income for which no documentation is possible, and any verified child support payments.
2. The contractor shall:
- a. Retain copies of the documentation of total countable income and adjusted monthly income, in the family data file.
 - b. When the parent is employed, verify the parent's salary/wage; rate(s) of pay; hours and days of work; inconsistent and/or unstable hours and days of work; pay periods and frequency of pay; and the start date for the employee.
 - c. When the parent is self-employed, make a record of independent verification regarding the cost for services provided by the parent that may be obtained by contacting clients, or confirming the information in the parent's advertisements or website. If the income cannot be independently verified, the contractor shall assess whether the reported income is reasonable or consistent with the community practice for this employment.
 - d. Establish income eligibility and/or family fee by signing the application for services, certifying to the contractor's reasonable belief that the income documentation obtained and, if applicable, the self-certification of income, support the reported income, are reliable, and are consistent with all other family information and the contractor's knowledge, if applicable, of this type of employment or employer.
3. If the family is receiving childcare and development services because the child(ren) is/are at risk of abuse, neglect, or exploitation or receiving child

protective services, and the written referral, pursuant to section V, paragraph O *Documentation of Need: Seeking Permanent Housing*, specifies that it is necessary to exempt the family from paying a family fee, then the parent shall not be required to provide documentation of total countable income.

4. Using the income calculation pursuant to this section and family size determination pursuant to section V, paragraph B *Documentation and Determination of Family Size*, contractors shall, as applicable, assess a family fee.

D. Income Calculation (5 CCR 18084.1)

1. To calculate a family's adjusted monthly income for purposes of determining income eligibility and/or calculating a family fee, the calculation shall be done by the use of an income calculation worksheet, and shall be calculated as provided for in subparagraphs 2 and 3 below.
2. When a family's income is regular and steady, use the income calculation worksheet that specifies:
 - a. The frequency of the pay periods;
 - b. The gross amount of the payroll check stubs; and
 - c. All other sources of countable income to determine the adjusted monthly income, as defined in FTC, Section X *Definitions* as either:
 - i. Weekly for 52 pay periods;
 - ii. Every two weeks for 26 pay periods;
 - iii. Twice monthly for 24 pay periods; or
 - iv. Monthly for 12 pay periods.
3. When a family's income fluctuates because of migrant, agricultural, or seasonal work; inconsistent and/or unstable employment or self-employment; or intermittent income, as defined in FTC, Section X *Definitions* the adjusted monthly income, as documented pursuant to paragraph C *Documentation of Eligibility: Income and Family Fee* above, shall be determined by averaging the total countable income from the prior 12 months to determine the adjusted monthly income.

E. Documentation of Public Assistance (5 CCR 18085)

If the basis of eligibility is a current CalWORKs cash aid recipient, the parent shall provide documentation of public cash assistance, unless the contractor has and elects to use other means of obtaining verification.

F. Documentation of Enrollment in a Means-tested Government Program (WIC 10271)

If the basis of eligibility is current enrollment in a means-tested program, as specified in section III, paragraph A *Eligibility Criteria*, the parent shall provide documentation of current enrollment in a means-tested government program, The contracting agency may elect to use, other means of obtaining verification of that enrollment.

G. Documentation of Need: Employment (5 CCR 18086)

1. If the basis of need as stated on the application for services is employment of the parent(s), the documentation of the parent(s) employment shall include the days and hours of employment. If the total number of hours worked each week is consistent, but the days and hours of employment vary, the documentation shall support the total number of hours worked each week.
2. If the parent has an employer, the parent shall obtain and provide documentation of need based on employment shall consist of one of the following:
 - a. The pay stubs that indicate the days and hours of employment; or
 - b. Pay stubs that indicate the total hours of employment per pay period, as long as the hours generally correlate with the parent's requested number of hours needed each week.
 - c. When the pay stubs do not meet the criteria specified in (a) and (b) above, the contractor shall verify the days and hours, or total number of hours of employment each week by doing one of the following:
 - i. Secure an independent written statement from the employer indicating the days and hours of employment using the release authorization pursuant to paragraph C *Documentation of Eligibility: Income and Family Fee* above; or;
 - ii. Telephone the employer to verify the days and hours of employment and maintain a record of the verified information;
 - iii. If the parent's employment is a variable schedule as defined in FTC, Section X *Definitions* and precludes the contractor from verifying a specific number of hours per week, the contractor shall use the provided documentation from either month of the two-month window immediately preceding the initial certification or recertification and identify the highest number of actual hours worked within any given week and use that as the basis for approving the certified schedule on the application for services.;

- iv. If at the time of initial certification or recertification the parent does not have a work history, the contractor shall establish the certified schedule based on the verified days and hours or, if a variable schedule, the highest number of total hours per week the employer expects the parent to work.
 - v. If the employer refuses or is non-responsive in providing the requested information, the contractor shall record the attempts to contact the employer, and specify in the family data file the reasonableness of the days and hours of employment based on the description of the employment and community practice; or
 - vi. If the parent asserts in a declaration signed under penalty of perjury that a request for employer documentation would adversely affect the parent's employment, the contractor shall review the declaration and determine whether the days and hours of employment based on the parent's description of the employment and community practice are reasonable and include the declaration and determination of reasonableness in the family data file
 - vii. When the employed parent does not have pay stubs or other record of wages from the employer and has provided a self-certification of income, as defined in FTC, Section X *Definitions*, the contractor shall assess the reasonableness of the days and hours of employment based on the description of the employment and the documentation provided, pursuant to subparagraph 1(b) of paragraph C *Documentation of Eligibility: Income and Family Fee* above and authorize only the time determined to be reasonable.
3. If the parent is self-employed, the parent shall obtain and provide documentation of employment consisting of the following:
 - a. A declaration of need under penalty of perjury that includes a description of the employment and an estimate of the days and hours worked per week; and
 - b. As many of the following document needed to support the days and hours of employment:
 - i. appointment logs, client receipts, job logs, mileage logs, a list of clients with contact information, or similar records; or
 - ii. As applicable, a copy of a business license, a workspace lease, or a workspace rental agreement.
4. If additional services are requested for travel time or sleep time to support employment, the contractor shall determine, as applicable, the time authorized for:

- a. Travel to and from the location at which services are provided and the place of employment, not to exceed half of the daily hours authorized for employment to a maximum of four hours per day;
- b. Sleep, if the parent is employed anytime between 10:00 p.m. and 6:00 a.m., not to exceed the number of hours authorized for employment and travel between those hours.
- c. Sleep time shall not be provided when:
 - i. There is a parent in the family available and capable of providing care for the family's child(ren) during the time care is requested; or
 - ii. Supervision of the family's child(ren) is(are) otherwise being provided by:
 - (a) Scheduled time in a public educational program available to school-age child(ren);
 - (b) A private school in which the child(ren) is(are) enrolled and attending; or
 - (c) A time when a child(ren) is(are) receiving any other childcare and development services.

H. Documentation of Need: Employment in Home or Licensed Day Care Home; Service Limitation (5 CCR 18086.1)

1. The requirements of this paragraph are in addition to those in paragraph G *Documentation of Need: Employment* above.
2. If the parent's employment is in the family's home or on property that includes the family's home, the parent must provide justification for requesting subsidized childcare and development services based on the type of work being done and its requirements, the age of the family's child for whom services are sought, and, if the child is more than five years old, the specific childcare needs. The contractor shall determine and document whether the parent's employment and identified childcare needs preclude the supervision of the family's child.
3. If the parent is a licensed family day care home provider pursuant to California Health and Safety Code (*HSC*), 1596.78, or an individual license-exempt provider pursuant to *HSC*, 1596.792 (d) or (f), the parent is not eligible for subsidized services during the parent's business hours because the parent's employment does not preclude the supervision of the family's child.

4. If the parent is employed as an assistant in a licensed large family day care home, pursuant to *HSC*, 1596.78(b), and is requesting services for the family's child in the same family day care home, the parent shall provide documentation that substantiates all of the following:
 - a. A copy of the family day care home license indicating it is licensed as a large family day care home;
 - b. A signed statement from the licensee stating that the parent is the assistant, pursuant to the staffing ratio requirement of 22 *CCR* 102416.5(c).
 - c. Proof that the parent's fingerprints are associated with that licensed family day care home as its assistant, which the contractor may verify with the local community care licensing office; and
 - d. Payroll deductions withheld for the assistant by the licensee, which may be a pay stub.

I. Documentation of Need: Seeking Employment; Service Limitations (5 *CCR* 18086.5)

1. If the basis of need as stated on the application for services is seeking employment, the following shall apply:
 - a. Services as requested by the parent shall occur on no more than five (5) days per week and for less than thirty (30) hours per week.
 - b. The parent's period of eligibility for childcare and development services shall be for not less than 24 months and the parent shall receive services for not less than 24 months before having eligibility and need recertified.
2. Documentation of seeking employment shall include a written parental declaration signed under penalty of perjury stating that the parent is seeking employment. The declaration shall include the parent's general plan to secure, change, or increase employment and services shall occur as requested by the parent pursuant to subparagraph 1(a) above.

J. Documentation of Need: Educational Programs; Service Limitations. (5 *CCR* 18086.6)

1. If the basis of need as stated on the application for services is educational programs, as defined in *FTC*, Section X *Definitions*, childcare and development services shall be limited in total to six years from the initiation of services based on enrollment in educational programs.
2. The parent shall obtain and provide to the contractor documentation of enrollment in an English Language Learner/ English as a Second Language

(ELL/ESL) program or a program to attain a high school diploma or General Education Degree/High School Equivalency (GED/HSE) certificate.

3. The parent shall provide documentation of the days and hours of enrollment in an educational program, which shall include:
 - a. The name of the institution that is providing the instruction;
 - b. The parent's current class schedule that is either an electronic print-out from the educational program or, if unavailable, a document that includes all of the following:
 - i. The classes in which the parent is currently enrolled;
 - ii. The days of the week and times of day of the classes; and
 - iii. A registration confirmation from the educational program.
4. The contractor shall determine the days and hours needed per week based on the provided documentation.
5. Online or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour a week for each unit. The parent shall provide a copy of the syllabus or other class documentation as applicable. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.
6. When the parent requests study time, travel time, or both, the contractor shall determine the amount of service time needed based on the documentation provided by the parent.
 - a. Study time shall be determined based on the following:
 - i. When the educational program, on-line, or televised instructional classes are based on academic units, study time is determined at two hours per week per academic unit in which the parent is enrolled. Additional time for studying may be approved by the contractor, on a case-by-case basis, if the parent provides a declaration signed under penalty of perjury as to why the additional time is needed for the specified course(s). Additional time, if approved, shall not exceed one hour per week per academic unit for the specified course(s) in which the parent is enrolled.
 - ii. When the educational program is not based on academic units, the contractor shall determine the hours approved for study time but in no case may the number of study hours exceed the number of class hours per week.

- b. Travel time shall be determined based on the location where the childcare and development services are provided and the location of the educational program, based on actual travel time needed, not to exceed a maximum of four hours per day.
7. Pursuant to section IV, paragraph D *A Family's Right to Voluntarily Request Changes*, a parent may voluntarily request changes at any time.
 8. At recertification, the continuation of services in an educational program is contingent upon the parent making adequate progress. To document adequate progress for the last enrolled quarter, semester, or training period, as applicable, the parent shall provide documentation from the educational program for which subsidized care is provided demonstrating the following:
 - a. In a graded program, achievement of a minimum 2.0 grade point average for the last enrolled quarter, semester, or academic enrollment period; or
 - b. In a non-graded program, passing the program's requirements in at least 50 percent of the classes or meeting the educational institution's standards for making adequate progress.
 9. If at recertification the parent has made adequate progress based on the provided documentation, the certified schedule may be established pursuant to subparagraphs 2, 3, 4, 5, and 6 above.
 10. If at recertification the parent has not made adequate progress pursuant to subparagraph 8 above, the parent shall be recertified to receive services for another 24 months. At the conclusion of this 24-month certification period, the parent shall have made adequate progress pursuant to subparagraph 8 above to be recertified for services based on enrollment in an educational program. If the parent has not made adequate progress pursuant to subparagraph 8 above and cannot establish another basis of need for services, the family shall be:
 - a. Disenrolled from services; and
 - b. Once disenrolled, the parent shall be ineligible to be certified for services based on enrollment in educational programs for six months from the date of disenrollment.

K. Documentation of Need: Vocational Training; Service Limitations (5 CCR 18087)

1. If the basis of need as stated on the application for services is vocational training, as defined in FTC, Section X *Definitions*, childcare and development services shall be limited in total, to whichever occurs first:

- a. Six years from the initiation of services based on need for vocational training; or
 - b. Twenty-four semester units, or the equivalent, after the attainment of a Bachelor's Degree.
2. The service limitations specified in subparagraph 1 above shall not apply in the following instances:
 - a. When a parent is receiving services from a program operating pursuant to *EC 66060*;
 - b. When a parent is attending vocational training and is participating in rehabilitation services through the California Department of Rehabilitation; or
 - c. When a parent is attending retraining services available through the California Employment Development Department or its contractors due to a business closure or mass layoff.
3. The parent shall provide documentation of the days and hours of vocational training, which shall include:
 - a. The name of the training institution that is providing the vocational training;
 - b. The parent's current class schedule that is either an electronic print-out from the training institution or, if unavailable, a document that includes all of the following:
 - i. The classes in which the parent is currently enrolled;
 - ii. The days of the week and times of day of the classes; and
 - iii. The signature or stamp of the training institution's registrar.
4. The contractor shall determine the days and hours needed per week based on the provided documentation. The contractor may request that the parent provide additional information from the training institution describing the classes.
5. On-line or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour a week for each unit. The parent shall provide a copy of the syllabus or other class documentation, as applicable. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.

6. When a parent requests study time, travel time, or both, the contractor shall determine the amount of service time needed based on the documentation provided by the parent.
 - a. Study time shall be determined by the following:
 - i. When the vocational training, on-line, or televised instructional classes are based on academic units, study time is determined at two hours per week per academic unit in which the parent is enrolled. Additional time for studying may be approved by the contractor, on a case-by-case basis, if the parent provides a declaration signed under penalty of perjury as to why the additional time is needed for the specified course(s). Additional time, if approved, shall not exceed one hour per week per academic unit for the specified course(s) in which the parent is enrolled.
 - ii. When the vocational training is not based on academic units, the contractor shall determine the hours approved for study time but in no case may the study hours exceed the number of class hours per week.
 - b. Travel time shall be determined based on the location where the childcare and development services are provided and the training location, of the vocational program, based on actual travel time needed, not to exceed a maximum of four hours per day.
7. Pursuant to section IV, paragraph D *A Family's Right to Voluntarily Request Changes*, a parent may voluntarily request changes at any time.
8. At recertification, the continuation of services for vocational training is contingent upon the parent making adequate progress. To document adequate progress for the last enrolled quarter, semester, or training period, as applicable, the parent shall provide documentation from the college classes, technical school, or apprenticeship for which subsidized care is provided demonstrating the following:
 - a. In a graded program, achievement of a minimum 2.0 grade point average for the last enrolled quarter, semester, or academic enrollment period; or
 - b. In a non-graded program, passing the program's requirements in at least 50 percent of the classes or meeting the training institution's standard for making adequate progress.
9. If at recertification the parent has made adequate progress based on the provided documentation, the certified schedule may be established pursuant to subparagraphs 2, 3, 4, 5, and 6 above.
10. If at recertification the parent has not made adequate progress pursuant to subparagraph 8 above, the parent shall be recertified for services for another

24 months. At the conclusion of this 24-month certification period, the parent shall have made adequate progress pursuant to subparagraph 8 above. If the parent has not made adequate progress pursuant to subparagraph 8 above and cannot establish another basis of need for services, the family shall be:

- a. Disenrolled from services; and
- b. Once disenrolled, the parent shall be ineligible to be certified for services based on enrollment in vocational training for six months from the date of disenrollment.

L. Documentation of Need: Parental Incapacity; Service Limitations (5 CCR 18088)

1. If the basis of need as stated on the application for services is parental incapacity, the following shall apply:
 - a. The certified schedule for childcare and development services shall not exceed 50 hours per week.
 - b. The parent's period of eligibility for childcare and development services shall be for no less than 24 months and the parent shall receive services for not less than 24 months before having eligibility and need recertified
2. Documentation of parental incapacity shall include a release signed by the incapacitated parent authorizing a legally qualified health professional to disclose information necessary to establish that the parent meets the definition of incapacity pursuant to FTC, Section X *Definitions*, and needs services.
3. The documentation of incapacitation provided by the legally qualified health professional shall include:
 - a. A statement that the parent is incapacitated, that the parent is incapable of providing care or supervision for the child for part of the day,
 - b. The days and hours per week that services are recommended to accommodate the incapacitation, taking into account the age of the child and the child's care needs. This may include time for the parent's regularly scheduled medical or mental health appointments;
 - c. The name, business address, telephone number, professional license number, and signature of the legally qualified health professional who is rendering the opinion of incapacitation and,
 - d. If applicable, the name of the health organization with which the professional is associated.

4. The contractor may contact the legally qualified health professional for verification or clarification of the provided statement.
5. The contractor shall determine the days and hours of the certified schedule based on the parent's requested days and hours and the recommendation of the health professional, consistent with the provisions of this article.

M. Documentation of the Child's Exceptional Needs (5 CCR 18089)

The family data file shall contain documentation of the child's exceptional needs, if the contractor is claiming adjustment factors pursuant to *WIC 10281.5(b)(3)* or *(b)(4)*, the child with exceptional needs is thirteen through twenty-one years of age, or the contractor is operating a program for children with severe disabilities pursuant to *WIC 10260(d)*. The documentation of exceptional needs shall include:

1. A copy of the portion of the active individual family service plan (IFSP) or the individualized education program (IEP) that includes the information as specified in *EC 56026* and *5 CCR 3030, 3031*; and
2. A statement signed by a legally qualified professional that:
 - a. The child requires the special attention of adults in a childcare setting; and
 - b. Includes the name, address, license number, and telephone number of the legally qualified professional who is rendering the opinion.

N. Documentation of Eligibility and Need: Homelessness (5 CCR 18090)

A family experiencing homelessness may establish both eligibility and need as follows:

1. In order to meet the eligibility requirements for a family experiencing homelessness, the family must obtain and provide documentation, which includes either of the following:
 - a. A written referral dated within three months prior to the application for services, from one of the following entities, which identifies the child as experiencing homelessness:
 - i. A legal, medical, or social services agency;
 - ii. A local educational agency liaison for children and youth experiencing homelessness;
 - iii. A Head Start program; or
 - iv. An emergency or transitional shelter.

- b. A written parental declaration, signed under penalty of perjury, that the family is experiencing homelessness.
- 2. The referral described in subparagraph 1(a) above shall contain:
 - a. The name of the identifying entity;
 - b. Physical address;
 - c. Telephone number; and
 - d. Title and signature of the person identifying the family as experiencing homelessness.
- 3. To meet the need requirements for receiving services on the basis that the family is experiencing homelessness, the parent shall comply with one of the following:
 - a. If the basis of eligibility is established pursuant to subparagraph 1(a) above, no additional documentation of need is required.
 - b. If the basis of eligibility is established by parental declaration pursuant to subparagraph 1(b) above, the parent shall provide documentation to establish a need in accordance with section III, paragraph B *Need Requirements*.
- 4. If the basis of need is a family experiencing homelessness, services shall be as requested by the parent and shall occur on no more than five days per week and for less than 30 hours per week.
- 5. The contractor shall permit the enrollment of children to begin immediately upon the parent signing the application for services when the basis for eligibility is family experiencing homelessness. The parent shall provide all required documentation, including immunization records, within 30 days from the date the application for services is signed.
- 6. The contractor shall approve or deny services and issue a Notice of Action in accordance with section VII, paragraph A *Notice of Action, Application for Services*.

O. Documentation of Need: Seeking Permanent Housing; Service Limitations (5 CCR 18091)

- 1. If the basis of need as stated on the application for services is seeking permanent housing for family stability, the following shall apply:
 - a. Services, as requested by the parent, shall occur on no more than 5 days per week and for less than 30 hours per week.

- b. The parent's period of eligibility for childcare and development services shall be for no less than 24 months and the parent shall receive services for not less than 24 months before having eligibility and need recertified.
2. Documentation of seeking permanent housing shall include a written parental declaration signed under penalty of perjury that the family is seeking permanent housing. The declaration shall include the parent's general search plan to secure a fixed, regular, and adequate residence. If the family is residing in a shelter, services shall also be provided while the parent attends appointments or activities necessary to comply with the shelter participation requirements within the certified schedule.

P. Documentation of Child Protective Services (5 CCR 18092)

If eligibility and need are based on child protective services, the basic data file shall contain a written referral, dated within the six (6) months immediately preceding the date of application for services, from a legal, medical, social service agency or emergency shelter. The written referral shall include either:

1. A statement from the local county welfare department, child protective services unit certifying that the child is receiving child protective services and that childcare and development services are a necessary component of the child protective services plan; or
2. A statement by a legally qualified professional that the child is at risk of abuse or neglect and the childcare and development services are needed to reduce or eliminate that risk; and
3. The probable duration of the child protective service plan or the at-risk situation; and
4. The name, address, telephone number and signature of the legally qualified professional who is making the referral.

Q. Documentation of Child Health and Emergency Contact Information (5 CCR 18081[e])

1. The family data file shall contain all child health and current emergency information required by *California Code of Regulations* Title 22 Social Security, Division 12, Section 101221 Community Care Facilities Licensing Regulations.
2. Immunization records are not required to be in the family data file for children attending a public or private elementary school or for children receiving care in licensed facilities and reimbursed pursuant to *WIC* 10225 and 10370.
3. The enrollment of children experiencing homelessness shall occur pending the submittal of all immunization documentation. If the parent has been

identified as experiencing homelessness on the application, contractors must permit the enrollment of children experiencing homelessness to begin immediately upon the parent signing the application for services. Contractors are required to certify eligibility within 30 days of the parent signing the application for services. Therefore, if the parent has not provided the immunization documentation within 30 days of signing the application for services, the contractor must deny certification of services and must provide the applicable notice of action to the parent.

VI. FAMILY FEES

A. Fee Schedule (5 CCR 18108)

1. Contractors shall use the most recently approved fee schedule prepared and issued by the CDSS when determining whether a family fee is applicable and the amount of a family's fee.
2. Family fees shall be assessed at initial enrollment, recertification, or when a parent requests a change pursuant to section IV, paragraph D *A Family's Right to Voluntarily Request Changes*.

B. Fee Assessment; Explanation to Parents (WIC 10290(c), 5 CCR 18109)

1. The contractor shall utilize the following factors in determining a full-time or part-time fee to be assessed for each family:
 - a. The adjusted monthly family income
 - b. Family size;
 - c. Certified schedule, the fee shall be assessed and collected based on the family's child who is enrolled for the longest period (most hours).
 - d. The fee assessed and collected shall be either the fee indicated on the fee schedule, the actual costs of services, or the contract maximum daily/hourly rate, whichever is least.
 - e. No recalculation of a family fee shall occur if attendance varies, adjustment shall not be made for excused or unexcused absences.
 - f. The fee shall be the full portion of the family's cost for services.
2. The contractor shall maintain a record of each family's fee assessment, the effective date(s) of each fee increase or decrease, the dates and amounts of fees collected and any amounts which are delinquent.

C. Exceptions for Fee Assessment (WIC 10260,10291, 5 CCR 18084(c), and 18110)

No fees shall be collected from the following types of families whose children are enrolled:

1. Because the child(ren) is/are at risk of abuse, neglect, or exploitation or receiving child protective services, and the written referral pursuant to section V, paragraph P *Documentation of Child Protective Services*, specifies that it is necessary to exempt the family from paying a family fee,

2. In the Severely Handicapped program;
3. Because the family is receiving CalWORKs cash aid, or
4. Families with an income level that, in relation to family size, is less than the first entry in the Family Fee Schedule;

Note: Pursuant to *WIC 10291*, the total period of exemption from family fees pursuant to subparagraph 1 above shall not exceed 12 months.

D. No Additional Payments or Costs/Exceptions (*WIC 10292, 5 CCR 18111*)

1. Except as provided below, neither a contractor nor a provider of services shall require or solicit, in cash or in kind, additional payments from the recipients of service. The contractor
 - a. May require parents to provide diapers.
 - b. Providing field trips may charge parents the cost of the field trip or may charge parents an additional fee.
 - c. No federal or state money shall be used to reimburse parents for the costs of field trips if those costs are charged as an additional fee.
 - d. Contractors that charge parents an additional fee for field trips shall inform parents, prior to enrolling the child, that a fee may be charged and that no reimbursement will be available.
2. If additional payments are made or additional costs are incurred by the family, the contractor shall refund to the parent(s) the amount of payments made or costs incurred.
3. A contractor that charges parents for field trips or require parents to provide diapers, are subject to all of the following conditions:
 - a. The contractor has a written policy adopted by the agency's governing board that includes parents in the decision-making process regarding both of the following:
 - i. Whether or not, and how much, to charge for field trip expenses;
 - ii. Whether or not to require parents to provide diapers.
 - b. The maximum total charges per child in a contract year does not exceed \$25.
 - c. No child is denied participation in a field trip due to the parent's inability or refusal to pay the charge. No adverse action shall be taken against any parent for that inability or refusal to pay.

4. The contractor shall establish a payment system that prevents the identification of children based on whether or not their parents have paid a field trip charge.
5. Expenses incurred and income received for field trips shall be reported to the CDSS. Income received shall be reported as restricted income.

E. Credit for Fees Paid to Other Service Providers (5 CCR 18112)

This section shall apply to childcare and development services provided by someone other than the contractor.

1. When a contractor cannot meet all of a family's needs for childcare for which eligibility and need have been established, the contractor shall grant a fee credit equal to the amount paid to the other provider(s) of these childcare and development services.
2. The contractor shall apply the family fee credit to the family's subsequent family fee billing period. The family shall not be allowed to carry over the fee credit beyond the family's subsequent fee billing period.
3. The contractor shall obtain copies of receipts or canceled checks for the other childcare and development services from the parent. The copies of the receipts or canceled checks shall be maintained in the contractor's fee assessment records.

F. Receipt for Payment of Fee (5 CCR 18113)

1. The contractor or service provider shall provide an original copy of a pre-numbered receipt to each person who pays a family fee. The receipt shall show the amount paid, the date of payment, the rate of payment and the period of service purchased.
2. The contractor shall retain a copy of the receipt in its family fee assessment records.

G. Advance Payment of Fees; Delinquent Fees; Notice of Delinquency (5 CCR 18114)

1. Contractors shall adopt a policy for the collection of family fees in advance of providing services. The written policy shall be provided to families at the time of initial enrollment into the program.
2. Fees shall be considered delinquent after seven calendar days from the date the family fees were due.
3. A Notice of Action, Recipient of Services shall be used to inform the family of the following:

- a. The total amount of unpaid fees;
- b. The fee rate;
- c. The period of delinquency; and
- d. That services shall be terminated 14 calendar days from the date of the Notice unless all delinquent fees are paid before the end of the 14 calendar day period.

H. Plan for Payment of Delinquent Fees; (5 CCR 18115)

The contractor shall accept a reasonable plan from the parent(s) for payment of delinquent fees. The contractor shall continue to provide services to the child, provided the parent(s) pays current fees when due and complies with the provisions of the repayment plan.

I. Consequences of Nonpayment of Delinquent Fees (5 CCR 18116)

Upon termination of services for nonpayment of delinquent fees, the family shall be ineligible for childcare and development services until all delinquent fees are paid

VII. DUE PROCESS REQUIREMENTS

A. Notice of Action, Application for Services; (5 CCR 18094, 18118)

The contractor's decision to approve or deny services at initial certification or recertification shall be communicated to the applicant through a written statement referred to as a Notice of Action, Application for Services that is mailed or delivered within 30 calendar days from the date the application is signed by the parent(s).

1. The Notice of Action, Application for Services shall include:
 - a. The applicant's name and address
 - b. The contractor's name and address
 - c. The name and telephone number of the contractor's authorized representative who made the decision
 - d. The date of the notice
 - e. The method of distribution of the notice
2. If services are approved, the notice shall also contain:
 - a. Basis of eligibility
 - b. Full-time and/or part-time family fee, if applicable
 - c. Duration of the eligibility
 - d. Names of children approved to receive services
 - e. Approved certified schedule
3. If the services are denied, the notice shall contain:
 - a. The basis of denial; and
 - b. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decision as stated in the Notice of Action, Application for Services in accordance with procedures specified in paragraphs C *Parent(s) Request for a Hearing and Procedures* and D *Appeal Procedure for CDSS Review* below.

B. Notice of Action, Recipient of Services (5 CCR 18095)

1. A Notice of Action, Recipient of Services shall be issued when changes are made as a result of parents reporting or requesting changes pursuant to

section IV, paragraphs C *Requirement to Report when Income Exceeds 85% of SMI* or D *A Family's Right to Voluntarily Request Changes*, when family fees are delinquent in accordance with subparagraph 3 of section VI, paragraph G *Advance Payment of Fees, Delinquent Fees, Notice of Delinquency*, when the family abandons care in accordance FTC, Section IV, paragraph E *Abandonment of Care*, when a child is suspended in accordance with section I, paragraph F *Prohibition against Suspension* or expelled in accordance with section I, paragraph E *Prohibition against Expulsion*.

2. The Notice of Action, Recipient of Services shall include:
 - a. The type of action being taken;
 - b. The effective date of the action; for suspension and expulsions, the effective date of the action may be no less than 24 hours after delivery of the notice.
 - c. The name and address of the recipient;
 - d. The name and address of the contractor;
 - e. The name and telephone number of the contractor's authorized representative who is taking the action;
 - f. The date the notice is mailed or given to the recipient;
 - g. The method of distribution to the recipient;
 - h. A description of the action;
 - i. A statement of the reason(s) for the changes;
 - j. A statement of the reason(s) for termination, if applicable; and
 - k. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decisions as stated in the Notice of Action, Recipient of Services in accordance with procedures specified in paragraphs C *Parent(s) Request for a Hearing and Procedures* and D *Appeal Procedure for CDSS Review* below.

C. Parent(s) Request for a Hearing and Procedures (5 CCR 18120)

1. Except for children disenrolled pursuant to section I, paragraphs E *Prohibition against Expulsion* or F *Prohibition against Suspension*, if the parent disagrees with an action, the parent(s) may file a request for a hearing with the contractor within 14 calendar days of the date the Notice of Action was received.

2. Upon the filing of a request for hearing, the intended action shall be suspended until the review process has been completed. The review process is complete when the appeal process has been exhausted or when the parent(s) abandons the appeal process.
3. Within 10 calendar days following the receipt of the request for a hearing, the contractor shall notify the parent(s) of the time and place of the hearing. The time and place of the hearing shall, to the extent possible, be convenient for the parent(s).
4. The hearing shall be conducted by an administrative staff person who shall be referred to as "the hearing officer." The hearing officer shall be at a staff level higher in authority than the staff person who made the contested decision.
5. The parent(s) or parent's authorized representative is required to attend the hearing. If the parent or the parent's authorized representative fails to appear at the hearing, the parent will be deemed to have abandoned his or her appeal.
6. Only persons directly affected by the hearing shall be allowed to attend.
7. The contractor shall arrange for the presence of an interpreter at the hearing, if one is requested by the parent(s).
8. The hearing officer shall explain to the parent(s) the legal, regulatory, or policy basis for the intended action.
9. During the hearing, the parent(s) shall have an opportunity to explain the reason(s) they believe the contractor's decision was incorrect. The contractor's staff shall present any material facts omitted by the parent(s)
10. The hearing officer shall mail or deliver to the parent(s) a written decision within 10 calendar days after the hearing. The written decision shall contain procedures for submitting an appeal to the CDSS.

D. Appeal Procedure for CDSS Review (5 CCR 18121)

1. Except for children disenrolled pursuant to section I, paragraphs E *Prohibition against Expulsion* or F *Prohibition against Suspension*, if the parent disagrees with the written decision from the contractor, the parent has 14 calendar days in which to appeal to the CDSS.
2. If the parent(s) do(es) not submit an appeal request within 14 calendar days, the parents' appeal process shall be deemed abandoned and the contractor may implement the intended action.
3. The parent(s) shall specify in the appeal request the reason(s) why they believe the contractor's decision was incorrect.

4. A copy of the contractor's notice of intended action and written decision shall be submitted by the parent(s) with the appeal request.
5. Upon receipt of an appeal request, the CDSS may request copies of the family data file and other relevant materials from the contractor. The CDSS may also conduct any investigations, interviews or mediation necessary to resolve the appeal.
6. The decision of the CDSS shall be mailed or delivered to the parent(s) and to the contractor within thirty (30) calendar days after receipt of the appeal request.

E. Contractor Compliance with the CDSS Decision; Reimbursement for Services during the Appeal Process (5 CCR 18122)

1. The contractor shall comply with the decision of the CDSS immediately upon receipt thereof.
2. The contractor shall be reimbursed for childcare and development services delivered to the family which is appealing during the appeal process.
3. If a contractor's determination that a family is ineligible is upheld by the CDSS, services to the family shall cease upon receipt of the CDSS's decision by the contractor.

F. Appeal Procedure for Suspension or Expulsion due to Persistent and Serious Behaviors

1. If the parent(s) disagree(s) with the suspension or expulsion issued pursuant to section VII, paragraph B *Notice of Action, Recipient of Services*, the parent(s) may file an appeal directly to the CDSS within 14 calendar days of the date the Notice of Action was received.
2. The NOA shall be delivered to the parent(s) no less than 24 hours before the effective date of action. Because the action to suspend or expel a child involves persistent and serious behaviors that impact the safety of children, the action shall not be stayed during the pendency of the appeal.
3. If the parent(s) do(es) not submit an appeal request within 14 calendar days, the parents' appeal process shall be deemed abandoned and the contractor may implement the intended action.
4. The parent(s) shall specify in the appeal request the reason(s) why they believe the contractor's decision to suspend or expel the child was incorrect.
5. A copy of the contractor's notice of intended action shall be submitted by the parent(s) with the appeal request.

6. Upon receipt of an appeal request, the CDSS may request copies of the family data file and other relevant materials from the contractor. The CDSS may also conduct any investigations, interviews or mediation necessary to resolve the appeal.
7. The decision of the CDSS shall be mailed or delivered to the parent(s) and to the contractor within thirty (30) calendar days after receipt of the appeal request.

VIII. PROGRAM QUALITY REQUIREMENTS FOR GENERAL CHILDCARE & DEVELOPMENT PROGRAMS

A. Staffing Qualifications

1. Program Director (*WIC 10242, and 10380.5*)
 - a. If the contractor operates a childcare and development program at two or more sites, including through more than one contract or subcontract funded through CDSS, the contractor shall employ a program director.
 - b. The program director shall act as the representative for the childcare and development program to the CDSS. With respect to programs operated through family childcare home education network, program directors must ensure that quality services are provided in the family childcare homes.
 - c. The program director shall meet the requirements specified in the [Staffing Qualifications](#) on the CDSS website.
 - d. The CDSS may waive the qualifications for program director upon a finding of one of the following:
 - i. The applicant is making satisfactory progress toward securing a permit issued by the Commission on Teacher Credentialing authorizing supervision of a childcare and development program operating in two or more sites or fulfilling the qualifications for program directors in severely handicapped programs
 - ii. The place of employment is so remote from institutions offering the necessary coursework as to make continuing education impracticable and the contractor has made a diligent search but has been unable to hire a more qualified applicant
2. Site Supervisor (*WIC 10213.5, 5 CCR 18295*)
 - a. At each site there shall be a person designated as the site supervisor who has operational program responsibility for the program.
 - b. A site supervisor shall meet the [Staffing Qualifications](#) as specified on the CDSS website.
 - c. The CDSS may waive this requirement upon a contractor's demonstration of the existence of compelling need. Factors the CDSS shall consider any one of the following factors in determining compelling need are as follows.
 - i. Evidence that the contractor's recruitment efforts have not been successful in obtaining qualified applicants

- ii. Evidence of the contractor's inability to offer competitive salaries
 - iii. Evidence of potential or current staff's lack of reasonable access to training resources which offer required course work
 - d. Waivers granted shall remain in effect for the period of time specified by the CDSS. The site supervisor shall, at a minimum, meet the qualifications for "program director" as specified in 22 CCR 101215.1
3. Teacher (*WIC 10380*)

Teachers shall meet the requirements specified in the [Staffing Qualifications](#) on the CDSS website.

B. Staffing Ratios (5 CCR 18291 and 18292)

1. Minimum Ratios

- a. Contractors shall maintain at least the following minimum ratios in all centers (5 CCR 18290):
 - i. Infants (birth to eighteen months old) – 1:3 adult-child ratio, 1:18 teacher-child ratio
 - ii. Toddlers (eighteen months to thirty-six months old) – 1:4 adult-child ratio, 1:16 teacher-child ratio
 - iii. Preschool (three years old to enrollment in kindergarten) – 1:8 adult-child ratio, 1:24 teacher-child ratio
 - iv. Children enrolled in kindergarten to thirteen years old – 1:14 adult-child ratio, 1:28 teacher-child ratio.
- b. Compliance with these ratios shall be determined based on actual attendance.

2. Commingling of Age Categories. (5 CCR 18291)

- a. Whenever groups of children of two age categories are commingled and the younger age group exceeds 50 percent of the total number of children in attendance, the ratios for the entire group must meet the ratios required for the younger age group.
- b. If the younger age group does not exceed 50 percent of the total number of the children in attendance, the teacher-child and adult-child ratios shall be computed separately for each group.

3. Staffing Ratio Variance. (5 CCR 18292)

- a. Except as otherwise provided in the California Code of Regulations, Title 22, Community Care Licensing Standards, the program may exceed adult-child ratios described in (1) above by 15 percent of the total number of children in attendance for a period of time not to exceed 120 minutes in any one day.
- b. The ratio for preschool during a scheduled nap period may be a 1:24 teacher-child ratio, provided that the remaining staff necessary to meet the adult-child ratio specified in paragraph B, subparagraph 1. above are immediately available at the center.
- c. For (b) above to apply, all napping children shall remain on a cot/mat. If one child gets up, additional staff need to be called in immediately to meet the required adult-child ratio.

C. Program Philosophy, Goals and Objectives (5 CCR 18271)

1. Each contractor shall have a written philosophical statement and goals and objectives that support that philosophy. The governing body of each contractor shall approve the program philosophy, goals and objectives.
2. The goals and objectives shall address the requirements set forth in the Program Quality Requirements section.
3. The goals and objectives shall reflect the cultural and linguistic characteristics of the families served by the contractor.

D. Developmental Profile (WIC 10209.5, 5 CCR 18272)

1. Contractors shall complete the age-appropriate Desired Results Developmental Profile, for each child who is enrolled in the program for at least 10 hours per week.
2. The Desired Results Developmental Profile required in subparagraph (1) above shall be completed for each child within 60 calendar days of enrollment and at least once every six months for infants, toddlers, preschoolers and school-age children.
3. The contractor shall use the developmental profiles to plan and conduct age developmentally appropriate activities.
4. When a child will be transferring to a local public school from a program serving preschool-age children, the contractor shall provide the parent or guardian with information from the previous year deemed beneficial to the child and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments if any. The preschool program may, with permission of the parent or guardian, transfer this information to the child's elementary school.

5. If a child has an exceptional need, the developmental profile will be completed with any necessary accommodations and adaptations. Notwithstanding subparagraph (1) above, a developmental profile is required for a child with an Individualized Education Program even if that child is enrolled for less than ten (10) hours per week.

E. Education Program (5 CCR 18273)

The standards for the child development and education program component shall include, but are not limited to the following:

1. The program approach is developmentally, linguistically and culturally appropriate.
2. The program is inclusive of children with special needs.
3. The program encourages respect for the feelings and rights of others.
4. The program supports children's social and emotional development by:
 - a. Building trust.
 - b. Planning routines and transitions so they can occur in a timely, predictable, and unhurried manner.
 - c. Helping children develop emotional security and facility in social relationships.
5. The program provides for the development of each child's cognitive and language skills by:
 - a. Using various strategies, including experimentation, inquiry, observation, play, and exploration.
 - b. Ensuring opportunities for creative self-expression through activities such as music, movement, and dialogue.
 - c. Promoting interaction and language use among children and between children and adults.
 - d. Supporting emerging literacy and numeracy development.
6. The program promotes each child's physical development by providing sufficient time, indoor and outdoor space, equipment, materials, and guidelines for active play and movement.
7. The program promotes and maintains practices that are healthy and safe.

F. Staff Development Program (5 CCR 18274)

1. Each contractor shall develop and implement a staff development program that includes the following:
 - a. Identification of training needs of staff or service providers
 - b. Written job descriptions
 - c. An orientation plan for new employees
 - d. An annual written performance evaluation procedure unless a different frequency of performance evaluations is specified in a contractor's collective bargaining agreement with their employees
 - e. Staff development opportunities that include topics related to the functions specified in each employee's job description and those training needs identified by the contractor.
 - f. An internal communication system that provides each staff member with the information necessary to carry out his or her assigned duties
2. Contractors providing center-based services may schedule up to two days of staff training, per contract period, using state reimbursement funding, on the topics including procedures for emergencies in childcare and development programs, licensing regulations relating to childcare and development programs, recognition and reporting of suspected abuse of children in childcare and development programs, managing challenging behaviors and preventing expulsion of children, and addressing items on the program's Quality Rating and Improvement System (QRIS) Quality plan.

G. Parent Involvement and Education (5 CCR 18275)

Each contractor shall include in its program a parent involvement and education component that includes the following:

1. An orientation for parents that includes topics such as program philosophy, program goals and objectives, program activities, eligibility criteria and priorities for enrollment, fee requirements, and due process procedures
2. At least two individual conferences with the parent(s) per year. For school age programs, such conferences may be informal
3. Parent meetings with program staff
4. An open-door policy that encourages parents to participate in the daily activities whenever possible

5. A parent advisory committee that advises the contractor on issues related to services to families and children
6. Sharing information between staff and parents concerning their child's progress

H. Health and Social Services (5 CCR 18276)

Each contractor shall include in its program a health and social service component that:

1. Identifies the needs of the child and the family for health or social services
2. Refers a child and/or family to appropriate agencies in the community based on the health or social service needs
3. Conducts follow-up procedures with the parent to ensure that the needs have been met.

I. Community Involvement (5 CCR 18277)

Each contractor shall include in its program a community involvement component which shall include, but not be limited to the following:

1. Each contractor shall solicit support from the community including the solicitation for donated goods and services.
2. Each contractor shall provide information to the community regarding the services available. Contractors may utilize media or other forms of communication in the community.

J. Nutrition (5 CCR 18278)

1. Each contractor shall include in its program a nutrition component that ensures that the children have nutritious meals and snacks during the time in which they are in the program.
2. The meals and snacks shall be culturally and developmentally appropriate for the children being served and shall meet the nutritional requirements specified by the federal Child and Adult Care Food or the National School Lunch program.

K. Program Self-Evaluation Process (5 CCR 18279)

1. Each contractor shall develop and implement an annual plan for its program self-evaluation process.
2. The annual plan shall include the following:

- a. A self-evaluation based on the use of the Compliance Review, as defined in FTC, Section X *Definitions*, and the compliance review instrument.
 - b. An assessment of the program by parents using the Desired Results Parent Survey as defined in FTC, Section X *Definitions*.
 - c. An assessment of the program staff and board members as evidenced by written documentation.
 - d. An analysis of the Compliance Review findings, including the Desired Results Developmental Profiles, the environment rating scales, and the Desired Results Parent Survey, each of which are defined in FTC, Section X *Definitions*, together with all other self-evaluation findings.
 - e. A written list of tasks needed to modify the program in order to address all areas that need improvement, as indicated in the analysis of the Compliance Review findings.
 - f. Procedures for the ongoing monitoring of the program to assure that areas of the program that are satisfactory continue to meet standards, and areas requiring modification pursuant to (e) above, are addressed in a timely and effective manner
3. The contractor shall use the Agency Self-Evaluation Report, as defined in FTC, Section X *Definitions*, to submit a summary of the findings of the program self-evaluation to the CDSS by June 1 of each year.
 4. The contractor shall modify its program to address any areas identified during the self-evaluation as needing improvement.

L. Parent Survey (5 CCR 18280)

1. Each contractor shall annually distribute the Desired Results Parent Survey, as defined in FTC, Section X *Definitions*, to parents, collect the surveys from parents, and analyze the results.
2. The contractor shall use the parent survey results to plan and conduct activities to help parents support their child's learning and development and to meet the family's needs.
3. The contractor shall use the results and analysis of the parent survey as part of its annual self-evaluation process.

M. Environmental Rating Scale (EC 8261; 5 CCR 18281)

1. Contractors shall complete an environment rating scale, as defined in FTC, Section X *Definitions*, that are appropriate for the type of setting and age of children served, to measure program quality:

- a. Every three years as part of the program compliance review
 - b. Annually as part of the self-evaluation process
2. For each environment rating scale completed, the contractor shall achieve a minimum average score of "Good" on each subscale.



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2023

CONTRACT NUMBER: CCTR-3096

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 19-2182-00-3

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: CITY OF LOS ANGELES-DEPARTMENT OF RECREATION AND PARKS

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS (Program Requirements)*; the FUNDING TERMS AND CONDITIONS (FT&C)*, as approved by the State Agency referenced at: https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement 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 Agreement.

The period of performance for this Agreement is July 01, 2023 through June 30, 2024. 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, based on the Agreement rate (which is the service county reimbursement rate as provided in MB 21-26 and 21-26E: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2021/CCB21-26E.pdf?ver=2022-01-26-135931-260) , applicable to the sites, as located in the service counties, approved by the Child Care and Development Division, the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$579,153.00.

During the term of this Agreement, the Agreement Rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 246

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

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this Agreement shall be incorporated by reference as of the date issued by State Agency without need for formal amendment.

https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources .

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 579,153 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 579,153	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	Child Development Programs			
	(OPTIONAL USE)			
	See Attached			
ITEM	CHAPTER	STATUTE	FISCAL YEAR	
See Attached				
OBJECT OF EXPENDITURE (CODE AND TITLE)				
706				

CONTRACTOR'S NAME: CITY OF LOS ANGELES-DEPARTMENT OF RECREATION AND PARKS

CONTRACT NUMBER: CCTR-3096

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,920	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2182	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,920	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2023	FISCAL YEAR 2023-2024
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 883	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2182	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 883	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2023	FISCAL YEAR 2023-2024
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 31,433	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2182			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 31,433	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2023	FISCAL YEAR 2023-2024
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 544,917	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0156 14564-2182	FC# 93.575	PC# 000000	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 544,917	ITEM 30.10.020 5180-101-0890	CHAPTER B/A	STATUTE 2023	FISCAL YEAR 2023-2024
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-0000 Rev-0000			

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FUNDING TERMS AND CONDITIONS (FT&C)

FT&C For:

CalWORKs Stage 2 (C2AP)

CalWORKs Stage 3 (C3AP)

Alternative Payment Program (CAPP)

General Childcare and Development (CCTR)

Family Childcare Home Education Networks (CFCC)

Programs for Children with Severe Disabilities (CHAN)

Migrant Alternative Payment Program (CMAP)

Migrant Childcare and Development Program (CMIG)

Local Childcare and Development Council (CLPC)

Resource and Referral Program (CRRP)

Effective July 1, 2023

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I. INTRODUCTION

These are the Funding Terms and Conditions (FT&C) for childcare and development contracts effective July 1, 2023. Each contractor is required as a condition of its contract (“Contract”) with the California Department of Social Services (CDSS), to adhere to the following laws and documents:

- A. Title 45 Code of Federal Regulations (*45 CFR*), Part 98 and Part 99
- B. Any applicable Welfare and Institutions Code (*WIC*) statutes;
- C. Title 5 California Code of Regulations (*5 CCR*) Division 1, Chapter 19 and 19.5, sections 18000 et seq.
- D. Title 22 California Code of Regulations (*22 CCR*), Division 12, community care facilities license regulations, including childcare centers;
- E. The FT&C;
- F. The specific Program Requirements;
- G. The CDSS Audit Guide;
- H. The California School Accounting Manual;
- I. The procedures and standards set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (*2 CFR* Part 200 and *45 CFR* Part 75), hereinafter referred to as Uniform Guidance (UG);

Pilot Plan addendum for agencies participating in approved Individualized Child Care Subsidy plan, pursuant to Chapter 17, Part 1.8, Division 9 of *WIC* commencing with section 10330.
- J. In addition to all other applicable laws and regulations, including any applicable law and regulations that may become effective during the term of this contract.

Any non-compliance with these provisions may subject the contractor to termination of the contract. Any variance from The Contract must be authorized in writing by the CDSS and signed by the Deputy Director of the Childcare and Development Division (CCDD) or the Deputy Director’s authorized representative. Unless otherwise noted, these compliance requirements apply to all programs.

Contractors may adopt any reasonable policies relating to the administration of the program so long as such policies are not in conflict with law, regulations, or the terms of the Contract, including any amendments. Those potentially affected by the policies shall be duly notified, as provided for in statute and regulation, and be afforded all required due process.

California Welfare and Institutions Code (*WIC*) Section 10388(f) requires all childcare and development contracts entered into by the CDSS for means-tested childcare and development programs, including, but not limited to, Alternative Payment, General Childcare, and Childcare for Recipients of the California Work Opportunities and Responsibility to Kids (CalWORKs) Programs (described in *WIC* 10225, *WIC* 10240, and *WIC* 10370) to implement best practices in consultation with CDSS.

Childcare and Development Division contracts are funded with state general funds, federal funds, or a combination of funds. The funding amounts are listed on the contract encumbrance page.

Contracts may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations, Title 45 (*45 CFR*), Parts 98 and 99, the Childcare and Development Block Grant (CCDBG) Act of 1990, as amended by the CCDBG Act of 2014, Public Law 1113-186, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858.

If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596, shown as FC# in the funding block, the fund title is Childcare Mandatory and Matching Funds of the Childcare and Development Fund. If the CFDA number is 93575, the fund title is Childcare and Development Block Grant subject to the Childcare and Development Block Grant Act of 1990, as amended by the CCDBG Act of 2014, Public Law 1113-186, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

II. GENERAL PROVISIONS

A. Notification of Address Change (5 CCR 18014)

1. Contractors shall notify the CDSS in writing of any change in the 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:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the notification to the Internal Revenue Service of the address change.
2. Contractors shall notify the CDSS 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.

B. Notification of Email Contact Changes

1. Contractors shall assure that at all times the email address on file at the CDSS is accurate for contacting the following individuals:
 - a. Executive Officer
 - b. Program Director
2. Contractors shall utilize procedures provided by the CDSS to electronically add new addresses or delete old addresses, as needed.

C. Materials Developed with Contract Funds (5 CCR 18016)

1. If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the childcare and development program.
2. 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 and development program shall be computed in direct proportion to the share of contract funds used in development of the materials.
3. Materials developed with contract funds shall contain:
 - a. An acknowledgement of the use of state funds in the development of materials;
 - b. A disclaimer that the contents do not necessarily reflect the position or policy of the CDSS.

D. Issuance and Use of Checks (5 CCR 18018)

Except for external payroll services, private contractors:

1. Shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDSS; and
2. Shall require two (2) authorized signatures on all checks unless:
 - a. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount.
 - b. The annual audit verifies that appropriate internal controls are maintained.

E. Prohibition against Loans and Advances (5 CCR 18019)

1. Contractors shall not loan contract funds to individuals, corporations, organizations, public or private agencies.

2. Contractors shall not advance unearned salary to employees.
3. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received except for:
 - a. Subcontractors providing childcare and development services; and
 - b. Subcontractors with subcontracts exempt from the provisions of section VI, paragraph A, *Contracts Excluded from Requirements* of this Section.

F. Contracts with Multiple Service Areas (5 CCR 18022)

1. CCTR, CHAN, and CMIG 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%) of the contracted child hours or child days of enrollment as applicable, in the individual service area(s) specified in its current contract.
2. The contractor may request approval from the CDSS to vary service levels by more than ten percent (10%) if the contractor can demonstrate that the need for services in the designated area(s) has changed.
3. The CDSS shall approve or deny the variable service level request within thirty (30) calendar days of receipt of the request.
4. If the variable service level request is denied, the contractor may appeal this decision in accordance with paragraph P *Resolution of Contract Administration Disputes* below.
5. Non-CalWORKs Alternative Payment program and CFCC contractors with more than one service delivery area, as specified in and funded through a single contract, shall maintain service at the same level in the individual service area(s) as most recently approved by CDSS.

G. Compliance Reviews (5 CCR 18023(b)(d))

1. At least once every three (3) years, and as resources permit, the CDSS shall conduct reviews at the contractor's office(s) and operating facility(ies) to determine the contractor's compliance with applicable laws, regulations and/or contractual provisions.
2. The compliance reviews shall be conducted according to the provisions of CMR Manual.
3. The compliance reviews shall be conducted by consultants, analysts, and/or management staff of the CDSS or other State of California representatives.

H. Error Rate

Annually, the CDSS shall conduct a review of select voucher-based contract agency to determine an error rate in each of the following areas:

1. Eligibility;
2. Need;
3. Family Fee Assessment; and
4. Provider payments

I. 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.

J. Conflicts of Interest (*WIC 10266.5*)

1. All transactions shall be fair and reasonable and conducted at arm's length where the contractor is a party to a transaction and the other party is one of the following:
 - a. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
 - b. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
 - c. A family member of a person having a financial interest in the contractor.
2. No person employed by the CDE or CDSS in a policymaking position in the area of childcare and development programs shall serve as a member of the board of directors, advisory council, or advisory committee for any agency receiving funds pursuant to this chapter. The provisions of this subdivision shall not apply to any person appointed prior to January 1, 1985.
3. No retired, dismissed, separated, or formerly employed person of the CDE or CDSS employed under the State Civil Service or otherwise appointed to serve in the CDE or CDSS may enter into a contract pursuant to *WIC 10266.5* in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by the CDE or CDSS. The prohibition contained in this subdivision shall apply to the person only during the two-year period beginning on the date the person left state employment.

4. For a period of twelve (12) months following the date of his or her retirement, dismissal, or separation from state service, no person employed under State Civil Service or otherwise appointed to serve in the CDE or CDSS may enter into a contract pursuant to *W/C 10266.5* if he or she was employed by the department in a policymaking position in the area of childcare and development programs within the twelve (12) month period prior to his or her retirement, dismissal, or separation.
5. For a period of twelve (12) months following the date of his or her retirement, dismissal, or separation from state service, no person employed under State Civil Service or otherwise appointed to serve in the CDE or CDSS may be employed by a contractor pursuant to *W/C 10266.5* if he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by the CDE or CDSS.
6. The provisions above shall not apply to any persons who were already in the situations described by these subdivisions prior to January 1, 1985.
7. Based on corporate law (Corporations Code sections 310, 5233-5234, 7233 and 9243 as applicable), the general rules to be followed to ensure that transactions are conducted "at arm's length" include:
 - a. 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
 - b. 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.
8. 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 that supports all reimbursable costs under the transaction.
 - a. A new "fair market rental estimate" for each change, adjustment or escalation to any reimbursable costs under a transaction is required.
 - b. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply.
9. 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.

10. Any transaction described in this section shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (Uniform Guidance, Subpart F)
11. Rental costs for equipment owned by affiliated organizations, officers, or other key personnel of the contractor or their families are allowable only as depreciation or use allowance.

K. Unlawful Denial of Services (GC 11135 and 5 CCR 4900)

As used in this section, “disability” means any mental or physical disability as defined in GC 12926.

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or 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 the state or 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 5 CCR 4900(a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 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.

L. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state 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.

M. Recycled Paper Certification (PCC 12205, 12209, 12320)

The contractor agrees to certify in writing to the CDSS, 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 (*PCC*), 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 *PCC*, sections 12161 and 12200. Contractor may certify that the product contains zero recycled content.

N. Healthy Schools Act

1. All childcare and development center-based contractors are subject to the requirements of the Healthy Schools Act (HSA) as specified in California Education Code (EC) sections 17608 to 17614.
2. For more information about the requirements of the HSA, contact the Department of Pesticide Regulation (DPR), Integrated Pest Management (IPM) via email at ccipmlist@cdpr.ca.gov, or visit the [DPR School and Childcare IPM website](#).
3. To comply with the provisions of the HSA, childcare and development center-based contractors shall, among other requirements:

- a. Identify a school designee.

Choose a center employee who will make sure the requirements of the Healthy Schools Act (HSA) are met when pesticides are used at your center.

- b. Develop an IPM plan

Create an IPM plan using the DPR IPM Plan template available on the DPR School and Childcare IPM website; or get a self-drafted center IPM plan approved by DPR.

- c. Provide annual written notification.

Send parents, guardians, and staff a written notification of pesticides you expect to apply at your center during the year.

- d. Establish individual notification registry.

Establish a registry for all interested parents, guardians, and staff to sign up and receive notifications of individual pesticide applications.

- e. Post warning signs

Post signs where you will apply pesticides.

- f. Keep Records

Keep records of pesticide applications made by center staff and pest management contractors for at least four years.

- g. Send pesticide use reports to DPR

Send pesticide use reports for pesticide applications made by center employees to DPR at least once per year.

- h. Never use prohibited pesticides

Always check the list of Pesticide Products Prohibited from Use in California Schools and Childcare Facilities prior to using a new pesticide product.

- i. Complete Annual IPM Training

Take a DPR-approved training course before applying pesticides and renew annually.

O. Technical Assistance (*WIC 10397(c)*)

Technical assistance shall be provided to any contracting agency making a written request to its assigned consultant or administrator within sixty (60) days of receipt of the request.

P. Resolution of Contract Administration Disputes (*WIC 10391 and 5 CCR 18301*)

1. The procedure specified in this section shall be used to resolve disputes between contractors and the CDSS that may arise regarding the interpretation and application of any term or condition of a contract, including, but not limited to, requests for waivers, approval of subcontracts or expenditures requiring approval, requests for reimbursement rate adjustments, or reductions in the total amount of contract reimbursement that are not appealable.
2. The contractor shall attempt to resolve contract disputes at the lowest staff level within the CDSS.
3. If the dispute is not resolved at the lowest staff level, the contractor may appeal the decision by submitting a written description of the issues and the basis for the dispute to the Bureau Chief of the CDSS having jurisdiction over the contractor's service delivery area. The Bureau Chief shall make a determination and shall send a written notification of the decision to the contractor, together with the reasons for the decision, within thirty (30) calendar days of the receipt of the appeal. The contractor may appeal the decision of the Bureau Chief to the Branch Chief of the CCDD by submitting a written description of the issues in dispute, and a copy of the Bureau Chief's decision. The Branch Chief of the CCDD shall send notification of the decision to the contractor and shall specify the reason(s) for the decision within thirty (30) calendar days of the receipt of the appeal by the Branch Chief. The decision of the Branch Chief of the CCDD shall be the final administrative action afforded the contractor.

III. COSTS, EARNINGS AND REIMBURSEMENT

A. Contract Amount Adjustments (Applies to C2AP, C3AP) (5 CCR 18033, 18034)

Child Development and Nutrition Fiscal Services (CDNFS) shall conduct monthly analyses of caseloads and expenditures and adjust agency contract maximum reimbursable amounts and allocations as necessary to ensure that funds are distributed in proportion to need. Prior to such action, however, CDNFS will notify the contractor of the proposed action and the contractor will be given an opportunity to provide written documentation that demonstrates the CDNFS projections are inaccurate. Because of the need to transfer funds to an under-funded agency as quickly as possible, the contractor shall have three (3) working days from the date of notification to respond.

B. Reasonable and Necessary Costs (5 CCR 18013(s), 18033, 2 CFR 200.404)

Contractors may be reimbursed for actual costs that are reasonable and necessary to the performance of the contract. Reasonable and necessary costs are those costs that do not exceed what an ordinarily prudent person would incur in the conduct of a competitive business under the circumstances prevailing at the time of the decision to incur the cost, and whether the cost is of a type recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the award. Consideration must be given to market prices for comparable goods or services for the geographic area.

C. Indirect Costs (5 CCR 18013(m), 18013(n))

1. If indirect costs are claimed, an indirect cost allocation plan must be on file with the contractor and available for review by the CDSS staff and auditors.
2. The maximum indirect cost rate shall be ten percent (10%) of the modified total direct costs.
3. For any non-federal entity that has a negotiated indirect cost rate, which includes all school districts and county offices of education, the maximum indirect cost rate shall be the lesser of the negotiated indirect cost rate or ten percent (10%).
4. This rate is applied to budget categories 1000-5000 only in determining the maximum amount of indirect costs that are reimbursable under the contract.
5. The amount of cost allocable to this contract shall not exceed the benefits to this contract. The allocation method must quantify this benefit among all similar programs and then distribute the costs accordingly.

6. The indirect cost rate shall not include consideration of any costs otherwise non-reimbursable. If depreciation or use allowance is included in the indirect cost rate, such allowance shall not be claimed on the asset as a direct cost.

D. Administrative Costs (WIC 10302, 5 CCR 18013(c))

1. Contractors may claim administrative costs, as defined in 5 CCR 18013(c), which are related to the administration of the childcare and development program.
2. Reimbursement of administrative costs shall not exceed fifteen percent (15%) of the net reimbursable program costs or actual administrative costs, whichever is less.
3. The fifteen percent (15%) includes any allowance for indirect costs and audits. Contractors shall maintain written documentation of the rationale used in determining direct and administrative costs.

E. Service Level Exemption (Start-Up) for New or Expanded Center-based Programs (WIC 10300)

1. Allowable start-up costs will be in an amount not to exceed fifteen percent (15%) of new or expansion funding authorized in the Budget Act for State Childcare and Development Programs.
2. Start-up costs must be necessary for the establishment and stability of new childcare and development programs and include:
 - a. Employment and orientation of necessary staff;
 - b. Setting up of the program and facility;
 - c. Finalization of rental agreements and necessary deposits;
 - d. Purchase of a reasonable inventory of materials and supplies; and
 - e. Purchase of an initial premium for insurance.
3. Contractors shall maintain an auditable record of start-up costs which shall be included within the audit at the end of the year.
4. Reimbursable start-up costs shall occur prior to attainment of full enrollment.
5. If all or part of the fifteen percent (15%) allowable start-up costs is needed and spent, that portion will not have to be earned through provision of services.

6. If the contractor neither needs nor chooses to claim any of the fifteen percent (15%) start-up costs, the full-service requirements shall be earned at the contract rate.
7. Migrant childcare and development agencies operating on a seasonal basis shall be reimbursed up to fifteen percent (15%) of the contract amount annually for approved start-up and close-down costs associated with starting up and closing down agency operations to correspond with periods of service needed by migrant families as specified in *WIC 10238*.

F. /Costs for Travel and Per Diem & Restrictions (*WIC 10280 and 10285; GC 11139.8, 5 CCR 18031, 18034, and 18041*)

1. Contractors and subcontractors shall be reimbursed for travel and per diem expenses at rates not exceeding those amounts paid to the CDSS's represented employees computed in accordance with the California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1, Article 2.
2. Contractors with collective bargaining agreements allowing higher rates of reimbursement shall not pay the difference out of contract funds.
3. The CDSS shall notify the contractor of a change in expense rates within thirty (30) calendar days after the CDSS has received notification of a change in rates from the California Department of Human Resources.
4. Contractors shall be reimbursed for out-of-state travel expenses only with prior written approval from the CDSS. The CDSS shall not approve out-of-state travel expenses:
 - a. For more than one employee, per contract per year.
 - b. For contractors with delinquent accounts payable which are delinquent more than ninety (90) calendar days after the date of the original invoice.
 - c. For contractors on conditional status.
 - d. When there is no clear benefit to the state.
 - e. When the benefit to the state can be obtained within California.
5. The CDSS shall approve or deny the request for out-of-state travel within thirty (30) calendar days of the receipt of the request. If the request is denied, the contractor may appeal the decision in accordance with instructions specified in the section I, paragraph P, *Resolution of Contract Administration Disputes*.

6. Out-of-state travel to states identified in California's travel ban will not be considered. Costs associated with traveling to banned states will not be reimbursable.

G. Specific Items of Reimbursable Costs (*WIC 10280*; 5 *CCR 18034*)

Reimbursable costs include, but are not limited to, the following:

1. Start-up costs of child development agencies or facilities in an amount not to exceed fifteen percent (15%) of the expansion or increase of each agency's total contract amount.
2. Close down costs for Migrant Programs as specified in *WIC 10238*.
3. Administrative costs not to exceed fifteen percent (15%) of net reimbursable program costs.
4. Employee compensation, including fringe benefits, and personal service contracts.
5. Equipment and equipment replacement with prior CDSS approval if required in the Section VII, Facilities and Equipment.
6. Supplies purchased in accordance with procurement practices found in 2 *CFR* sections 200.317 to 200.326, including bidding requirements for micro-purchases that exceed \$10,000.
7. Improvement of sites and adjacent grounds to meet or continue to meet 22 *CCR* Community Care Licensing Standards in accordance with section VII, paragraph C, *Renovation and Repair*.
8. Taxes, insurance, and maintenance for buildings and/or equipment.
9. Depreciation based on the useful life of an asset in accordance with the section VII, paragraph D, *Depreciation Use Allowance*.
10. A use allowance for buildings and improvements in accordance with the section VII, paragraph D, *Depreciation Use Allowance*.
11. Travel and per diem expenses, including approved out-of-state travel, in accordance with section III, paragraph F, *Costs for Travel and Per Diem & Restrictions*.
12. An indirect cost rate based on an approved indirect cost plan, in accordance with section III, paragraph C, *Indirect Costs*
13. (Applies to CCTR, CHAN, and CMIG,) Lease payments or depreciation and interest on loans incurred to acquire, rehabilitate or construct licensable

facilities not to exceed fair market rents in the community in which the facility is located in accordance with guidelines issued by the CDSS.

14. (Applies to CCTR, CHAN, and CMIG) Interest on private sector debt financing for purchase, lease-purchase, repair or renovation of childcare and development facilities owned or leased for providing center-based care upon demonstration that the amount of interest paid in a year does not exceed the value obtained by the state in the use of the facilities for the childcare and development program during the year in accordance with guidelines issued by the CDSS.
15. Payments to providers made in accordance with applicable state laws and regulations.
16. (Applies to C2AP, C3AP, CAPP, CMAP, CFCC) Support services as specified in the Section X, *Definitions*.

H. Non-reimbursable Costs (5 CCR 18035)

The following costs shall not be reimbursable under the childcare and development contract:

1. Bad debts, including losses arising from uncollectible accounts and any related legal costs. (Uncollected parent fees are not considered to be bad debts if documentation of collection attempts exists);
2. Contributions;
3. Costs of amusement or entertainment;
4. Costs of fines or penalties;
5. Costs of idle facilities unless those costs are related to a partial year program and the costs of the idle facilities have been approved by the CDSS;
6. Costs incurred after the contract has been terminated;
7. Fund raising costs except as specified in 5 CCR 18277.
8. Interest expenses except:
 - a. Interest on borrowed funds when apportionments are withheld because of a delay or error attributable to the state and the amount of interest claimed is approved by the CDSS.
 - b. When interest is part of a lease purchase agreement.

- c. When the interest is part of payments on a loan incurred to acquire, rehabilitate, or construct licensable facilities, not to exceed fair market rents existing in the community in which the facility is located.
 - d. When the interest is on private sector debt financing for the purchase, lease-purchase, repair or renovation of childcare and development facilities owned or leased by the contractor, and it has been demonstrated that the amount of interest paid in a year does not exceed the value obtained by the state in the use of the facilities for the childcare and development program during the year in accordance with guidelines issued by the CDSS.
9. Investment management costs;
 10. Costs of organization of a nonprofit corporation such as incorporation fees or consultant fees;
 11. Public relations consultant fees;
 12. Costs of legal, consulting and accounting services incurred in prosecution of claims against the state;
 13. State and federal income taxes;
 14. Costs for the acquisition of sites and buildings except through depreciation;
 15. Bonuses, unless part of a collective bargaining agreement;
 16. Compensation to the members of the board of directors except for:
 - a. Reimbursement for travel and/or per diem, computed in accordance with Costs for Travel and Per Diem, incurred while the members are conducting business for the organization
 - b. As provided in the California Corporation Code Section 5227, et seq.
 17. Costs of subcontracts, which increase the contractor's cost or subcontracts, which contain a provision for reimbursement for cost-plus-a-percentage-of-costs;
 18. Costs incurred in prior or future years, with the exception of the cost of an annual independent audit, which may be claimed either in the contract period, which was the subject of the audit, or during the contract period in which the audit is completed;
 19. Costs that are not adequately documented.

I. Charging of Expenditures (*WIC 10280*; *5 CCR 18037*)

Net reimbursable program costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations. However, the cost of the annual independent audit may be claimed either in the contract period which was the subject of the audit or during the contract period in which the audit is completed.

J. Recoupment of Advanced Contract Funds (*WIC 10280*; and *5 CCR 18038*)

The CDSS shall recoup any payments made for costs which were not reasonable and necessary. The amount recouped shall be the excess payment over the reasonable or fair market value, or one hundred percent (100%) of the cost, if the cost was not necessary. The CDSS may elect to recover any costs associated with recouping advanced contract funds, including collection services or attorney fees.

K. Use of Subsidized Family Fees (*5 CCR 18039*)

1. Family fees received from subsidized parents are to be expended and earned by the contractor before contract funds shall be claimed for reimbursement.
2. For CCTR, CHAN and CMIG, Family fees shall be expended on reimbursable costs and earned by providing child days of enrollment. In order to be reimbursed the full contract amount, in addition to the fees received from subsidized parents, the contractor must have additional reimbursable expenditures and provide child days of enrollment beyond the minimum required by the contract.

L. Determination of Reimbursable Amount (*WIC 10280* and *5 CCR 18054*)

1. CCTR, CHAN, CMIG contractors shall be reimbursed for an audited claim that is the least of the following:
 - a. The maximum reimbursable amount as stated in the annual childcare and development contract;
 - b. The actual and allowable net costs; or
 - c. Contract service earnings – The adjusted child days/hours of enrollment for certified children, pursuant to *WIC 10281.5* and *10283*, times the contract rate per child day/hour of enrollment, times the actual percentage of attendance plus five percent (5%), but in no case to exceed one hundred percent (100%) of enrollment.
2. C2AP, C3AP, CAPP, CMAP contractors shall be reimbursed for an audited claim that is the least of the following:

- a. The maximum reimbursable amount as stated in the annual childcare and development contract; or
 - b. The amount earned, which are reimbursable expenditures of:
 - i. Direct payments to providers, (which consist of the rate charged by the provider in accordance with applicable statutory and regulatory provision, not to exceed the Regional Market Rate Ceiling), and which includes family fees for certified children and interest earned on advanced contract funds; and
 - ii. Actual administrative and support costs related to childcare and development services provided, which combined cannot exceed seventeen- and one-half percent (17.5%) of the total contract amount, and no more than fifteen percent (15%) may be for administrative costs alone.
3. CFCC contractors shall be reimbursed for an audited claim that is the lesser of the following:
- a. The maximum reimbursable amount as stated in the annual child development contract; or
 - b. The amount earned which is defined as net reimbursable program costs, of which at least seventy percent (70%) must be payments for direct services, not more than thirty percent (30%) may be for support services and administrative costs together, and no more than fifteen percent (15%) may be for administrative costs alone.
4. CRRP contractors shall be reimbursed for an audited claim that is the lesser of the following:
- a. The maximum reimbursable amount as stated in the annual childcare and development contract; or
 - b. The actual and allowable net costs.
5. CLPC contractors shall be reimbursed for an audited claim that is the lesser of the following:
- a. The maximum reimbursable amount as stated in the annual childcare and development contract; or

- b. The actual and allowable net costs which include the Local Match Requirement. Each contractor shall contribute a match in the form of monetary and/or in-kind services, equal to 25% of the annual 1998/99 LPC grant award amount. The local contribution for this contract is shown on the contract face sheet. This amount must be reported on the quarterly expenditure report under revenue and expenses in CPARIS. CPARIS can be accessed on DSS's website at CPARIS. If you need more information about how to submit your Support Contract Expenses report, contact your assigned fiscal analyst.

M. Minimum Days of Operation (5 CCR 18055)

If the contractor fails to operate at least ninety-eight percent (98%) of the minimum days of operation as specified in the agencies approved program calendar, ceases operation or the contract is terminated prior to the end of the contract period, the maximum reimbursable amount shall be reduced in proportion to the percentage of the contract minimum days of operation that the contractor was not in operation.

N. Reduction, Withholding, and Canceling Apportionments to Contractors (WIC 10267.5 and 10285; 5 CCR 18056)

The CDSS shall reduce, withhold or cancel any scheduled apportionment when one (1) or more of the following conditions exist:

1. The contractor has not submitted an acceptable audit for any prior year of operation on or before the date due.
2. The contractor has not submitted the required reports on or before the date due.
3. The contractor will not earn the full contract amount based on the current year projected and the prior year actual net reimbursable program costs as determined by the CDNFS.
4. A creditor of the contractor has placed a lien on the contractor's scheduled apportionments.
5. The contractor has accounts payable which are:
 - a. More than ninety (90) days delinquent to the CDSS, and
 - b. Not the subject of an appeal
6. If any apportionment is to be reduced, withheld or cancelled, the CDSS shall provide the contractor prior written notice of the intended action.

O. Order of Expenditure (5 CCR 18057)

Expenditures from the Child Development Fund shall occur in the following order:

1. Fees collected from parents of certified children shall be first in and first out;
2. State or federal contract funds apportioned by the CDSS shall be second in and second out; and
3. Interest received on advanced contract funds shall be last in and last out.

IV. ACCOUNTING AND REPORTING REQUIREMENTS

A. General Provisions (5 CCR 18063)

Contractors shall follow the accounting procedures specified in the most recent edition of the California School Accounting Manual. Contractors shall report revenue and expenditures on an accrual basis. The School Accounting Manual specifies that under an accrual basis of accounting, revenues are recorded when earned and expenditures are recorded when a liability is incurred, regardless of when the receipt or payment of cash takes place.

B. Child Development Fund and Interest-Bearing Accounts (5 CCR 18064)

1. All contractors shall establish a fund to be known as the "Child Development Fund" as specified in *WIC* 10336, except that private contractors shall establish the fund in a federally insured banking institution located in California. Contractors with multiple fund sources shall establish separate program cost accounts for each source of funds. (*WIC* sections 10267.5(c)(2) and 10285)
2. If a contractor places advanced contract funds in an interest-bearing account, the interest-bearing account shall be a separate account within the Child Development Fund.
3. Interest earned shall be retained by the contractor if
 - a. It is expended on reimbursable costs and
 - b. Except for Resource and Referral programs, earned by providing subsidized child days of enrollment, beyond the minimum required to earn the maximum reimbursable amount, at a rate equal to the lesser of the daily contract rate or the actual program costs.

C. Enrollment and Attendance Accounting (WIC 10227.5 5 CCR 18065)

1. A child shall not be enrolled in more than one program for the same time period on the same day.

2. CCTR, CHAN, CMIG and CFCC contractors shall use daily sign-in/sign-out sheets as a primary source document for audit and reimbursement purposes.
 - a. On a daily basis, one of the following persons shall enter the time of arrival and departure on a sign-in/sign-out sheet and shall sign the sheet using their full signature for both arrival and departure times:
 - i. The parent or other adult authorized by the parent to drop off/pick up a child; or
 - ii. The staff person designated by the contractor as the person responsible for entering the times of arrival and departure if the child is not dropped off/picked up by a parent or other adult authorized by the parent.
 - b. First and last initials of the contractor's authorized representative, along with a notation of the time, are required to be documented when a school-age child departs for and returns from school during the day.
3. C2AP, C3AP, CAPP, and CMAP, contractors shall use the monthly attendance record or invoice as the primary source document for audit and reimbursement purposes.
 - a. Childcare providers shall submit a monthly attendance record or invoice, for each child who received services, Childcare providers shall maintain attendance records or invoices in the original format in which they were created.
 - b. The monthly attendance record or invoices shall include, at a minimum:
 - i. The dates and actual times the child entered and left care each day. This information shall be documented on a daily basis.
 - ii. The signature of the parent or guardian, the name of the child receiving services and signature of the childcare provider attesting under penalty of perjury that the information included on the monthly attendance record or invoice is true and accurate.
 - c. Contractors shall reimburse childcare providers based on the following criteria:
 - i. The hours of service provided that are broadly consistent with the certified hours of need.
 - ii. For families with variable schedules, the actual days and hours of attendance, up to the maximum certified hours.

- iii. For license-exempt providers that provide part-time services, the actual days and hours of attendance up to the maximum certified hours.
- d. Contractors shall reimburse providers within 21 calendar days of the receipt of a complete invoice for services (45 *CFR* 98.45(l)(1)).

D. Attendance and Absences (5 CCR 18066)

(Applies only to CCTR, CHAN, CMIG and CFCC)

1. Attendance, for the purposes of reimbursement, includes excused absences because of illness or quarantine of the child, illness or quarantine of their parent, family emergency, court-ordered visitations or a reason which is clearly in the best interest of the child.
2. If the absence is claimed by the contractor as an excused absence, the attendance accounting records shall contain verification including:
 - a. The name of the child;
 - b. The date(s) of absence;
 - c. The specific reason for the absence; and
 - d. The signature of the parent or the contractor's authorized representative if verification is made by telephone.
3. If an excused absence is based on time spent with a parent or other relative as required by a court of law, the family data file shall contain a copy of the Court Order.
4. Contractors shall adopt reasonable policies delineating circumstances that would constitute an excused absence for "family emergency" and "in the best interest of the child."
5. Except for children who are recipients of protective services or at risk of abuse or neglect, excused absences "in the best interest of the child" shall be limited to ten (10) days during the contract period.
6. Contractors shall not disenroll any family due to excessive absences, except in circumstances of abandonment of care described in the section IV, paragraph E, *Abandonment of Care*.

E. Abandonment of Care (5 CCR 18066.5)

1. When the family has not been in communication with the provider for seven (7) consecutive calendar days and has not notified the provider of the reason

the family is not using services, the provider shall promptly notify the contractor.

2. Using the contact information on file, the contractor shall attempt to contact the parent through a variety of communication methods. At least one communication attempt shall be in writing, which may be through electronic methods. The contractor shall keep documentation of all communication attempts, including a copy of all written communication, in the family data file. The contractor shall inform the parent in these communications that failure to communicate with the contractor or provider may result in termination of childcare and development services.
3. The contractor shall issue a notice of action to disenroll the family on the basis of abandonment of care when there has been no communication with the provider or the contractor for a total of 30 consecutive calendar days.

F. General Record Keeping Requirements (*WIC 10232, 10232.5, 10233, 10269, EC, 33421 and 5 CCR 18067*)

1. All records shall be retained by each contractor at least five (5) years or where an audit has been requested by a state agency, until the date the audit is resolved, whichever is longer. Claims for reimbursement shall not be paid unless there are documents to support the claims. The contractor has the burden of supporting claims for reimbursement.
2. Pursuant to *EC 35254*, public contractors must ensure that no original records be destroyed prior to the second July 1st succeeding the completion of the audit.
3. Pursuant to *EC 10232*, contractors may maintain records electronically, in compliance with state and federal standards, as determined by the department. Any conversion from a paper record to an electronic format, as well as the storage of the electronic record, shall comply with the minimum standards described in Section 12168.7 of the Government Code and the standards for trustworthy electronic document or record preservation described in Chapter 15 (commencing with Section 22620.1) of Division 7 of Title 2 of the California Code of Regulations. Contractors are not required to create records electronically.
4. Contractors may use a digital signature that complies with state and federal standards, as determined by the department, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of a digital signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code

and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

5. Voucher-based programs and providers may use digital forms to allow families to apply for services if those forms comply with state and federal standards.
6. If the contractor has more than one (1) CDSS program, then the method used to allocate administrative costs must be documented.
7. Contractors are required to maintain records to support salaries and benefits charged to childcare and development programs in accordance with the California School Accounting Manual.
8. State employees or representatives shall be allowed access to all program related or fiscal records during normal work hours. (EC 33421 and 5 CCR 18301(c)(4))

G. Attendance and Expenditure Reports

(Applies to CCTR, CHAN, CMIG) (W/C sections 10267.5, 10285, and 10397; 5 CCR 18068)

1. Contractors on conditional and provisional status shall report monthly (due to CDNFS by the 20th of the following month). All other contractors shall submit four (4) cumulative attendance and fiscal reports to CDNFS for the quarters ending September 30, December 31, March 31, and June 30. Reports not received in CDNFS by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received. If the 20th falls on a weekend or a holiday, then the report is due the next business day.
2. Contractors shall submit reports containing the following information for each contract to the CDNFS:
 - a. Days of enrollment, as indicated on the family's Notice of Action, for all children served in the program in the current reporting period and year to date.
 - b. Days of attendance, per the child's sign in and out records and other accompanying attendance records, for all children served in the program in the current reporting period and year to date.
 - c. Total days of operation in the current reporting period and year to date.

- d. All services, revenues and expenditures for both subsidized and non-subsidized children, if non-subsidized and subsidized children are commingled as defined in Section X, *Definitions*.
 - e. Amount and sources of all revenues, including restricted and unrestricted income utilized for the child development program, other than advanced contract funds for the current reporting period and the year-to-date.
 - f. Restricted income that is not expended during the contract period remains restricted and shall be considered deferred revenue and is not reported on the Attendance and Expenditure Reports until expended, at which time it is reported as restricted income.
 - g. Total expenditures related to the program operation for the current reporting period and the year-to-date total, including all expenses for specific purposes, as designated by restricted income and all non-reimbursable expenses.
3. Reports not received by the due date shall be considered delinquent. Reductions for delinquent reporting are specified in section III, paragraph N, *Reduction, Withholding, and Canceling Apportionments*.
 4. Contractors on conditional status or provisional status shall report monthly.
 5. Contractors will submit and certify reports online and they will be certified by staff authorized to confirm that the information contained in the report is correct and complete to the best of your knowledge. Contractors have sixty (60) days from the audit submission due date to submit a revised final report. For local educational agencies, the final report shall be the final accounting of any amount payable to or receivable from the contractor pursuant to this contract.

H. Voucher-based and CFCC Expenditure Reports

1. C2AP, C3AP, CMAP, shall report monthly (due to CDNFS by the 20th of the following month).
2. All CAPP contractors shall report the current year and the prior year on a monthly basis (due to CDNFS by the 20th of the following month). Report data to the prior year data until fully expended, then report data to the current year CAPP contract.
3. CFCC contractors on clear status shall submit four (4) cumulative fiscal reports to CDNFS for the quarters ending September 30, December 31, March 31, and June 30. Contractors on conditional or provisional status shall report monthly (due to CDNFS by the 20th of the following month).

4. All reports must be submitted strictly through the internet via CDSS' AP/CalWORKs Online Reporting System.
5. Reports not received by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received.
6. Contractors shall submit reports containing the following information for each contract:
 - a. Amount and sources of all revenues, other than advanced contract funds for the current reporting period and year-to-date, restricted and unrestricted income shall be reported as follows:
 - i. Restricted income expended during the contract period shall be reported as "restricted." Restricted income that is not expended during the contract period remains restricted and shall be considered "deferred revenue" and is not reported on the Attendance and Expenditure Reports until expended, at which time it is reported as restricted income.
 - ii. All unrestricted income shall be reported as "unrestricted."
 - b. Total expenditures related to the program operation for the current reporting period and the year-to-date total, including all expenses for specific purposes as designated by restricted income and all non-reimbursable expenses.
7. Each report shall include a certification of the person authorized by the contractor that the information contained in the report is correct and complete.
8. Contractors have sixty (60) days from the due date for submission of the audit to submit a revised final report. For local educational agencies, the final report shall be the final accounting of any amount payable to or receivable from the contractor pursuant to this contract.
9. C2AP, C3AP, CAPP, CMAP, and CFCC contractors will include the days of operation in the current reporting period and year to date.

I. Caseload Reports (Applies to C2AP, C3AP, CAPP and CMAP)

1. In addition to submitting a monthly expenditure report, C2AP, C3AP, CAPP and CMAP contractors shall submit an Alternative Payment/CalWORKs Caseload Report(s) on a monthly basis. Caseload reports shall be submitted strictly through the internet via CDSS' AP/CalWORKs Online Reporting System and are due to CDNFS by the 20th of the following month.

2. Caseload reports not received by CDNFS by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report(s) is received.
3. If a contractor provides services in more than one (1) county, the contractor is required to submit a separate CalWORKs Caseload Report for each county in which services are being provided.
4. CalWORKs Caseload Reports shall represent actual service and expenditure data for the report month.
5. Each report shall include a certification of the person authorized by the contractor that the information contained in the report is correct and complete.

J. CRRP Expenditure Reports (5 CCR 18068)

1. Contractors on conditional and provisional status shall report monthly (due to CDNFS by the 20th of the following month). All other contractors shall submit four (4) cumulative fiscal reports to CDNFS for the quarters ending September 30, December 31, March 31, and June 30.
2. Reports not received in CDNFS by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received.
3. Contractors shall submit reports containing the following information for each contract to the CDNFS:
 - a. Total days of operation in the current reporting period and year to date;
 - b. Amount and sources of all revenues, other than advanced contract funds, for the current reporting period and the year-to-date total;
 - c. Total expenditures related to the program operation for the current reporting period and the year-to-date total.
4. Contractors will submit and certify reports online by staff authorized to confirm that the information contained in the report is correct and complete.
5. Contractors have sixty (60) days from the due date for submission of the audit to submit a revised final fiscal report. For local educational agencies, the final report shall be the final accounting of any amount payable to or receivable from the contractor pursuant to this contract.

K. Service Data Report for Resource and Referral Programs (5 CCR 18069)

CRRP contractors shall submit reports to the CDSS which contain the following data on a quarterly basis. Penalties for delinquent reporting are specified.

1. Number of requests for general childcare information and childcare referrals;
2. Age categories of childcare requests and referrals:
 - a. Infant (birth to eighteen months);
 - b. Toddlers (eighteen months to thirty-six months);
 - c. Preschool (three years to kindergarten enrollment; and
 - d. School age (kindergarten enrollment to age 14).
3. Time categories of childcare referrals:
 - a. Full-time;
 - b. Part-time.
4. Number of children needing:
 - a. Before and/or after school;
 - b. Summer only childcare;
 - c. Other childcare (evening, overnight, weekends, drop-in, etc.).
5. Reasons for requesting referrals:
 - a. Employed;
 - b. Looking for work;
 - c. In school/training;
 - d. Other parental needs;
 - e. Child protective services (CPS)/respite referral;
 - f. Alternative/back-up care;
 - g. Mildly ill child;
 - h. Enrichment and/or development.
6. Number of:
 - a. Licensed childcare centers;
 - b. Licensed family day care homes;

- c. License-exempt childcare centers
- d. Other license-exempt providers (optional).

L. CLPC Reporting

LPCs shall submit reports in accordance with reporting requirements specified in the CLPC Local Childcare and Development Planning Council Program Requirements.

M. Child Development Data Collection (5 CCR 18070)

The contractor shall submit the following:

1. Monthly Childcare Population Information (CDD-801A) submitted electronically in accordance with instructions from the CDSS.
2. If the contractor is selected and notified by mail to submit sample data, they must complete the Child Development Data Collection Sample Report (CDD-801B) electronically in accordance with the instructions from the CDSS.
3. Contractors shall submit complete, accurate reports to the CDSS by the date specified, and in the format specified in the CDSS's request for this information. Incomplete, inaccurate, or incorrectly formatted reports, and reports not received by the required date, shall be considered delinquent. Penalties for delinquent reporting are specified in Section II, paragraph N, *Reduction, Withholding, and Canceling Apportionments to Contractors*.

N. Other Report Data (5 CCR 18070)

1. Contractors shall submit statistical, cost and program data as requested by the CDSS in order for the CDSS to prepare various legislatively mandated reports, to meet state and federal reporting requirements and for the effective administration of childcare and development programs.
2. Contractors submitting data to the CDSS will include a certification that the data are correct and complete, and the signature of the person authorized by the contractor to certify the data. The signature may be electronic as specified by the CDSS.
3. Contractors shall submit complete, accurate data to the CDSS by the date specified, and as specified, in the CDSS's request for this information. Incomplete, inaccurate, or incorrectly formatted reports, and reports not received by the required due date shall be considered delinquent. Penalties for delinquent reporting are specified.

O. Budget and Calendar

1. State Budget Contingency Clause:
 - a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.
2. Contractors shall submit a revised calendar to the CCDD and CDNFS whenever there are changes to the most recent version submitted. Contractors shall submit revised budgets as requested.

P. Reserve Accounts (WIC 10441)

1. All contractors are encouraged to develop and maintain a reserve within the Child Development Fund. This reserve is derived from earned, but unexpended contract funds. Reserve account funds are state funds the contractor holds in reserve as deferred revenue until they are properly spent or returned to the CDSS.
 - a. C2AP, C3AP, CAPP, CMAP, CFCC contractors may retain a reserve balance of up to eight percent (8%) of the maximum allowable administration and support costs for the aggregate sum of all alternative payment contracts or one thousand dollars (\$1,000), whichever is greater.
 - b. CCTR, CHAN, and CMIG contractors may retain a reserve balance equal to fifteen percent (15%) of the sum of the maximum reimbursable amounts of all contracts to which the contractor is a party, or two thousand dollars (\$2,000), whichever is greater.
 - c. CRRP contractors may retain a reserve balance not to exceed three percent (3%) of the contract maximum reimbursable amount. This reserve is derived from unexpended contract funds.
2. The following criteria must be followed when establishing and using any reserve account:

- a. Each agency wishing to establish a reserve shall submit a letter of intent no later than July 20 following the close of the fiscal year for which the reserve will be established. The letter of intent must be on the form provided by CDNFS and signed by the executive director (or authorized designee for public agencies).
- b. Each reserve must be maintained in an interest-bearing account and the amount of interest earned will be included in the reserve balance.
- c. Reserve monies can only be used for expenses that are allowable reimbursable expenses. Transfers from one reserve account type (or category) to another are not allowable. However, transfers to a current-year contract in the same reserve category are allowable and shall be reported as restricted program income on that contract's attendance and fiscal report.
- d. Reserve monies are generated from current year contracts, therefore, the transferable amount generated during the contract period will not be available until July 1 of the subsequent fiscal year.
- e. Transfers to the reserve will be authorized by CDNFS only once per fiscal year. Upon receipt of the June final report, preliminary reserve amounts will be calculated by CDNFS and reported to the contractor. If the contractor is an LEA, this may be the official notification provided there are no further amendments. For agencies required to submit an audit to the CDSS, the amount will not be final until the audit is closed by the OAS and there are no outstanding billings.
- f. Participating agencies must submit a Reserve Account Activity Report with a copy of their supporting General Ledger for each reserve account category type along with their June attendance and fiscal report due July 20. Reports not received in CDNFS by July 20 shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received.
- g. Upon closure of a reserve account or termination of childcare and development contracts, all monies in any reserve account shall be returned to the CDSS.

V. AUDIT REQUIREMENTS

A. Annual Financial and Compliance Audits (*WIC 10229.5, 10440, 5 CCR 18071 and*)

1. Contractors shall submit to the CDSS, Office of Audit Services (OAS), an acceptable annual financial and compliance audit as follows:

- a. The audits for school districts and county offices of education for the contract period shall be submitted to the State Controller and the CDE by December 15, in accordance with *EC 41020* and extensions shall only be granted in accordance with *EC 41020.2*.
 - b. The audit reports for community colleges are due to CDSS by December 31.
 - c. All other contractors shall submit their annual audit to CDSS by the 15th day of the fifth month following the end of the contractor's fiscal year, or earlier if specified by CDSS. The audit report must meet the requirements of the Audit Guide, including the requirements for childcare and development specific supplementary information. If a contractor receives less than twenty-five thousand dollars (\$25,000) per year from any state agency, the audit shall be conducted and submitted biennially, unless the CDSS deems there is evidence of fraud or other violation of state law in connection with the contract. If the contract is terminated during the contract period, then the audit required under this paragraph shall cover the period from the beginning of the contract through the date of termination.
2. All audits shall be performed by one of the following:
 - a. A Certified Public Accountant who possesses a valid license to practice within the State of California;
 - b. A Public Accountant licensed on or before December 31, 1970 and currently certified and licensed by the State of California;
 - c. A member of the CDSS's staff of auditors.
 - d. Public contractors may have their audits prepared by in-house auditors or internal audit staff that performs auditing functions and meets the tests of independence found in the Government Auditing Standards, issued by the Comptroller General of the United States.
 3. Any contractor who subcontracts their childcare and development services to another entity (see "Subcontract for childcare and development services" in Definitions) is required to submit an audit report that complies with the Audit Guide for their subcontractor(s) as well as for their agency.
 4. Private agencies (including proprietary entities) that expend seven hundred fifty thousand dollars (\$750,000) or more in total federal funds are required to have an Organization Wide Audit (OWA) performed in accordance with the Uniform Guidance and the Audit Guide.
 5. Governmental and other public agencies (excluding school districts, county offices of education and community college districts) must comply with the

requirements of the Uniform Guidance and the Audit Guide. All other agencies (excluding school districts, county offices of education and community colleges) must submit a contractor audit performed in accordance with the Audit Guide.

6. The audits for voucher-based contactors shall include, but not be limited to, a sampling of the evidence of fees charged to, and paid by, families of non-subsidized children, the daily enrollment of subsidized children, the number of days of service provided to subsidized children, the assessment and collection of parent fees, and the availability of support services to subsidized children and their families as needed pursuant to the terms of the contract.

B. Review of Audit by the CDSS Office of Audit Services (OAS) (5 CCR 18072)

1. The OAS shall conduct a review of the audit to determine whether the audit is acceptable and to determine the contractor's net reimbursable program costs.
2. The contractor may appeal the OAS findings according to the procedures specified, if the amount of the demand for remittance meets or exceeds the threshold specified in *WIC 10392(a)(3)*.

C. Delinquent Audits and One-Time-Only Extensions (5 CCR 18073)

1. If an audit is not received on or before the required due date and an extension has not been granted, the audit shall be considered delinquent, and all apportionments shall be withheld.
2. Except for contractors on conditional status, the OAS may annually grant a contractor a one-time-only, thirty (30) calendar day extension of the audit due date provided the inability of the contractor to submit the audit by the due date was beyond the fault and control of the contractor.
3. Contractors shall be liable for all CDSS costs incurred in obtaining an independent audit if the contractor fails to produce or submit an acceptable audit.

D. California State Auditor (GC 8546.7)

Contractors shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this contract.

VI. SUBCONTRACTS

A written subcontract as defined in Section X. *Definitions*, is required for all service agreements except as outlined below.

A. Subcontracts Excluded from Requirements of this Section (5 CCR 18026, 18027)

1. The following types of relationships are not subject to the requirements contained in this section:
 - a. Employment agreements;
 - b. Facility rental or lease agreements except as set forth below;
 - c. Payment arrangements with family childcare homes and/or providers;
 - d. Medical or dental service agreements;
 - e. Bookkeeping/auditing agreements, except that agencies must still follow requirements in paragraph C below.
 - f. Food services agreements;
 - g. Janitorial and grounds keeping agreements;
 - h. A subcontract with a public agency, except for a subcontract with a public agency to provide childcare and development services; and
 - i. Subcontracts with an individual for less than ten thousand dollars (\$10,000), except that agencies must still follow requirements in the paragraph C, below.
2. No subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.
3. Contractors are responsible for ensuring financial and compliance audits of all subcontractors.

B. Required Subcontract Provisions (5 CCR 18031)

The following provisions apply to all subcontracts unless exempted in paragraph A, above.

Every subcontract shall be in writing and specify:

1. The dates within which the subcontractor is to perform the contract.
2. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the state.
3. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount.

4. The service(s) to be provided under the subcontract and the responsibilities of each party under the subcontract.
5. The subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers, employees or agents of the State of California.
6. Modifications of the subcontract shall be in writing, and for subcontracts in excess of ten thousand dollars (\$10,000), prior written CDSS approval is required unless the subcontract is otherwise exempt from prior CDSS approval.
7. The subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
8. The remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000).
9. The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the contractor upon termination of the subcontract. The subcontract shall also specify that the subcontractor shall obtain prior written approval from the contractor and the CDSS for any unit of equipment that costs in excess of five thousand dollars (\$5,000).
10. The subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDSS's non-represented employees computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.
11. The subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.
12. For those subcontracts requiring prior approval, the subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years.

13. The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in the 2 CCR 11105.
14. Funding of the subcontract should be made subject to the appropriation and availability of funds from the state.
15. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
16. The subcontract should provide that the subcontractor, its agents and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
17. Subcontracts for ten thousand dollars (\$10,000) or more cannot become effective and binding on either the prime contractor or the subcontractor until approved in writing by the CDSS, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the state. Modifications to any contracts for \$10,000 or more shall also not be effective until approved in writing by the CDSS and any work in performance of such modification prior to the date of approval of the modification shall not be used as a claim against the state. Specific approval requirements are set forth in paragraph E, below.
18. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.
19. All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

C. Private Agencies-Bids for Subcontracts (5 CCR 18027 & 2 CFR 200.320(f))

1. Private contractors shall obtain at least three (3) bids or estimates for subcontracts exceeding five thousand dollars (\$5,000), prior to cost allocation
2. If three (3) bids or estimates cannot be obtained, the private contractor shall maintain documents in its records that establish:
 - a. The reasons three (3) bids or estimates could not be obtained; and
 - b. The reasonableness of the proposed expenditure without three (3) bids or estimates.
 - c. Documentation for the single-source vendor or service provider, including the reason that vendor should be approved, must be submitted for approval in lieu of three (3) bids.

3. The subcontract shall be awarded to the lowest responsible bidder.
4. The contractor shall not split subcontracts to avoid competitive bidding requirements.

D. Public Agencies Subcontracts

Public Agencies shall award subcontracts in accordance with the Public Contract Code.

E. Prior CDSS Approval for Subcontracts \$10,000 and Above (5 CCR 18028-18030)

1. Contractors shall obtain prior written approval from the CDSS for subcontracts of ten thousand dollars (\$10,000) or more, prior to cost allocation, that are otherwise not excluded from the provisions as stated in paragraph A, above.
2. Prior to execution of a subcontract and commencement of work, the contractor shall submit two (2) copies of the proposed subcontract to the CDSS for approval, including a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Bids, if applicable, shall be submitted to the CDSS when requesting approval. If three (3) bids were not obtained, the contractor shall provide written justification when the subcontract is submitted to the CDSS for prior approval. Contractors shall demonstrate that approval of the subcontract is cost effective to the state.
3. For proposed capital outlay subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.
4. Requests for approval of subcontracts for transportation services shall include a Certificate of Insurance of the subcontractor in an amount not less than \$1 million per occurrence (or a greater amount if required by the Public Utilities Commission regulations), listing the contractor and the state as additional named insured.
5. One copy of the subcontract will be retained by the CDSS and the other copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt of all required documents.
6. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDSS approval. A disapproved contract will include a statement of the reason(s) for not approving the subcontract. If the request for approval of a subcontract is denied, the contractor may appeal the decision in

accordance with instructions specified in section II, paragraph P, *Resolution of Contracts and Administrative Disputes*.

7. The CDSS does not assume any responsibility for performance of approved subcontracts nor does the CDSS assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.
8. Subcontracts which increase the contractor's cost of performance are non-reimbursable. Subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

F. Audit Requirements for Subcontracts (5 CCR 18032)

1. An organization that operates a childcare and development program under a direct service contract with the CDSS is called a contractor. The contractor may choose to enter into an agreement with another organization (subcontractor), where the subcontractor operates one or more of the contractor's childcare and development programs. Consequently, an entity may be acting in the dual capacity of contractor and subcontractor for one or more CDSS contractors – each having one or more CDSS contracts. In some cases, a subcontractor may not directly contract with the CDSS.
2. The organization receiving funds from the state shall be responsible for obtaining the required financial and compliance audits of the organization and any subcontractors, except for subcontracts exempt from CDSS review, as agreed to by the Departments of Finance (DOF) and Department of General Services (DGS).
3. The audit of the subcontract shall be submitted to the CDSS as follows:
 - a. School districts, county offices of education, community colleges, and direct funded charter schools, shall submit the audit of the subcontract by the fifteenth day of the fifth month following the fiscal year in which the subcontracted services were performed;
 - b. All other contractors shall submit the subcontract audit along with the contractor's audit as specified section V, paragraph A, *Annual Financial and Compliance Audits*.

VII. FACILITIES AND EQUIPMENT

A. Facilities and Equipment Expenditures

Facilities and Equipment Expenditures are subdivided into two categories:

1. Capitalized

- a. Buildings and Improvements: Sites; renovations and repairs of sites; buildings; renovations and repairs of buildings, building fixtures, services systems; and
 - b. Capitalized Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor for financial statement purposes, or \$5,000. (2 *CFR* 200.33)
2. Non-capitalized

Non-capitalized equipment expenditures are those for tangible personal property with a useful life of more than one year other than those described in Capitalized Equipment above.

B. Buildings and Improvements (5 *CCR* 18034(h))

1. Buildings are only reimbursable as depreciation or use allowance.
2. To be reimbursable as direct costs, prior written approval by the CDSS is required for improvements to land, buildings, or equipment which materially increase their value or useful life. (2 *CFR* 200.439(b)(3)).
3. If the Contractor wishes to share the use of real property among multiple programs, the associated reimbursable capital expenditures shall be prorated among the programs according to the benefits received.
4. Building and improvement expenditures are not reimbursable as indirect costs, except as depreciation or use allowance.

C. Renovation and Repair (5 *CCR* 18034(f))

Improvement of sites and adjacent grounds to meet or exceed the 22 *CCR*, Community Care Licensing Standards are reimbursable for both private and public agencies. Reimbursable improvements are those that:

1. Do not unnecessarily increase the value, as defined in Section X, *Definitions*, of a facility; and
2. The contractor has obtained prior CDSS approval for proposed work for ten thousand dollars (\$10,000) or more.

D. Depreciation and Use Allowance (5 *CCR* 18034(h))

1. Depreciation and use allowance may be claimed on eligible, appropriate capital assets.

2. Depreciation shall not be claimed on land, donated assets or assets purchased with public funds, on any fully depreciated asset or on idle or excess facilities.
3. A use allowance shall not be claimed on land or assets purchased with contract funds or on assets for which depreciation has been claimed.
4. When depreciation is applied to assets acquired in prior years, the annual charges shall not exceed the amounts that would have resulted had depreciation been claimed from the date of acquisition.
5. The use allowance for buildings and improvements is computed at an annual rate not to exceed two percent (2%) of acquisition costs.
6. The use allowance for equipment is computed at an annual rate not to exceed six and two-thirds percent (6 2/3%) of acquisition costs.
7. To be reimbursable, interest paid on private sector debt for the purchase, lease-purchase, repair or renovation of childcare and development facilities owned or leased by contractors providing center-based care must be actual interest paid, not to exceed a fair market rate of interest. This provision does not apply to family childcare home facilities.

E. Preapproval Requirements (2 CFR 200.33, 200.439(b)(1) 5 CCR 18029 and 18040)

All equipment and equipment replacement purchases that meet either of the following criteria shall be approved in writing in advance by the CDSS.

1. The per-unit acquisition cost equals or exceeds the lesser of the capitalization level established by the contractor for financial statement purposes, or five thousand dollars (\$5,000), including tax, shall be approved in writing in advance by the CDSS.
2. The sum of all items included in the purchase equals ten thousand dollars (\$10,000) or more, including tax, shall be approved in writing in advance by the CDSS.
 - a. All expenses associated with a purchase that are necessary for the equipment to perform its intended purpose, prior to cost allocation, should be included in determining if prior approval is required (e.g., a playground structure includes multiple components, although each component may be purchased separately. When determining pre-approval requirements, all components purchased for the playground should be considered).
 - b. Subdividing equipment purchases into separate items to avoid the preapproval requirement is prohibited.

- c. Proposed renovation and repair work for ten thousand dollars (\$10,000) or more, including the invoiced cost, plus any applicable sales tax, delivery fees, or installation charges, shall be approved in writing in advance by the CDSS. 2 *CFR* 200.439(b)(3).
3. All expenses associated with a purchase that are necessary for the improvement to perform its intended purpose, prior to cost allocation, should be included in determining if prior approval is required.
4. Subdividing renovation and repair work into separate purchases to avoid the preapproval requirement is prohibited.
 - a. Approval requests shall be submitted on the Request for Approval of Equipment form.
 - b. Bids, if applicable, shall be attached to the Request for Approval of Equipment when submitted to the CDSS for approval.
5. One copy of the request shall be retained by the CDSS.
6. One copy will be returned to the contractor approved or disapproved within thirty (30) calendar days of receipt.
7. If the request for approval of an equipment purchase is disapproved, the contractor may appeal the decision in accordance with section II, paragraph P, *Resolution of Contract Administration Disputes*.
8. Procurement practices must also be in accordance with the following provisions:
 - a. Public Agencies shall comply with the applicable sections of the *PCC*.
 - b. Lease-purchase agreements are subject to the above requirements.
 - c. If the work is to be performed through a subcontract, the requirements of the Section V, *Subcontracts*, above.
 - d. When private agencies submit proposed subcontracts for renovation and repair for approval, evidence shall be included that the proposed subcontractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.

F. Obtaining Bids for Equipment Purchases, Leases, Replacements and Improvements for Private Agencies (2 *CFR* 200 and 5CCR 18040)

1. All equipment purchases, replacements, and improvements not performed by the contractor's staff exceeding five thousand dollars (\$5,000), including tax, must have at least three (3) bids or estimates.

- a. Each bid or estimate must contain prices for equivalent and comparable items and/or services.
- b. When available, consolidating procurements to obtain a more economical purchase is required.
- c. Subdividing equipment purchases into separate items to avoid the competitive bidding requirement is prohibited.
 - i. If bids or estimates are required, the contractor shall purchase the goods or services from the lowest responsible bidder or estimator. The contractor shall conform to the materials, terms and conditions of the invitation for bid, and with paragraph E, above.
 - ii. If bids or estimates are required, and 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., an emergency situation, or the item is only available from a single source).
 - iii. Lease-purchase agreements are subject to the above requirements.

G. Obtaining Bids for Equipment Purchases for Public Agencies

Public Agencies, as defined in Section X, *Definitions*, shall comply with the applicable sections of the *Public Contract Code*.

H. Asset Management

1. Asset Control System (2 *CFR* 200.313(d)(3))

A control system must be developed 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.

2. Inventory (2 *CFR* 200.313 (d)(1))

- a. An inventory of all equipment and all non-disposable items with an estimated useful life of more than one year, purchased in whole or in part with childcare and development contract funds, shall be maintained. For more guidance refer to California School Accounting Manual Procedure 700.
- b. Property records must be maintained that include the following:
 - i. Description;

- ii. Serial number or other identification number;
 - iii. The source of funding;
 - iv. The acquisition date;
 - v. The cost;
 - vi. The location, use and condition; and
 - vii. Any ultimate disposition date including date of disposal and sale price if applicable.
- c. A physical inventory must be taken at least every two (2) years and reconciled with property records. (2 *CFR* 200.313(d)(2))

I. Title, Use, Disposition and Retention (5 *CCR* 18025)

1. Buildings and Improvements

- a. Title to real property acquired in whole or part with state childcare and development (CCD) funds shall vest in the contractor subject to the condition that the contractor shall use the real property for the authorized purpose of the childcare and development program as long as it has a contract with the CDSS and shall not encumber the property without the prior written approval of the CDSS. (2 *CFR* 200.311(a))
- b. When the real property is no longer needed for the purposes of any CDSS program, the Contractor shall request disposition instructions from the CDSS, which shall observe one of the following three disposition instructions:
 - i. The CDSS may permit the contractor to retain title without further obligation to the CDSS after the contractor compensates the CDSS or that percentage of the current fair market value of the property, net of reasonable and necessary selling costs, attributable to the CDSS's share of the acquisition cost.
 - ii. The contractor may be directed to sell the property under guidelines provided by the CDSS and pay the CDSS for that percentage of the current fair market value of the property, net of reasonable and necessary selling and fix-up costs, attributable to the CDSS's share of the acquisition cost.
 - iii. The contractor may be directed to transfer title to the property to the CDSS or to an eligible third party, provided that, in such cases, the contractor shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

2. Equipment (5 CCR 18025)

- a. Title – When equipment is purchased with state funds, title shall vest with the contractor only for such period of time as the contractor has a contract with the CDSS.
- b. Retention of Equipment – The CDSS 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 original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the equipment.
- c. 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.
- d. 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 CDSS, the contractor shall dispose of the equipment in accordance with written directions from the CDSS.

VIII. FUNDING ELIGIBILITY, CONTINUED FUNDING, CONTRACT STATUS, TERMINATIONS, AND APPEALS

A. Eligibility for Funding (5 CCR 18001)

1. A current contractor is eligible to apply for new or additional funds except when one or more of the following conditions apply during the Request for Application (RFA) cycle:
 - a. The contractor is on conditional status because of fiscal or programmatic noncompliance as described in paragraphs D or E, below; or
 - b. The CDSS has conducted a compliance review and the contractor has failed to cure items of fiscal and programmatic noncompliance identified in the review within twelve (12) months of the issuance of the compliance review report; or

- c. The CDSS reduced the contractor's current year maximum reimbursement amount due to the contractor's inability to utilize its full contract amount, whether through low enrollment or low expenditures for the same contract type.
2. A current contracting agency may be determined, on a case-by-case basis, to be ineligible to receive expansion funding if:
 - a. The agency was previously awarded expansion funding and has not yet begun to provide services with that funding; or
 - b. The CDSS has evidence that the agency has not been able to successfully fulfill current contract requirements by serving children in a quality program and in a fiscally responsible manner.
3. A current contractor that is applying for additional funds may be awarded less than the full amount requested during negotiations of the award, particularly if it has been determined that they are not fully utilizing their current contract maximum reimbursable amount.
4. An applicant that is not a current CDSS contractor is not eligible to apply for funding if one of the following conditions apply:
 - a. The contractor had a previous contract with the CDE or CDSS that was terminated or not continued by the CDE or CDSS for fiscal or programmatic noncompliance as described in paragraphs D or E, below within three (3) years immediately preceding the date the RFA was posted; or
 - b. The applicant contractor has an outstanding accounts receivable balance with the CDSS; or
 - c. The applicant contractor has a delinquent audit with the CDE or CDSS pursuant to section V, paragraph C, *Delinquent Audits and One-Time-Only Extensions*.

B. Review of Contracts for Continued Funding (5 CCR 18010)

1. Contractors have no vested right to a subsequent contract.
2. Contractors that are not on conditional contract status, but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, laws, or regulations, shall receive an administrative review to determine whether they will receive an offer for continued funding.
3. Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum may not be offered a

subsequent contract and shall be so notified by the CDSS at least ninety (90) calendar days prior to the end of the current contract period.

4. Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the CDSS in accordance with the instructions and timelines specified in the request.
5. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDSS of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the CDSS.

C. Contract Classifications

1. Clear Contract (*WIC 10397*)

This designation shall be given to a contract that is neither a provisional contractor a conditional contract, as described in subparagraphs 2 and 3 below.

2. Provisional Contract (*WIC 10397* and 5 *CCR 18068*)

This designation applies to an agency's first contract for any particular service or to the contract of an existing contracting agency for a new, modified, or different type of service. The timeframe of a provisional contract is at the discretion of the CDSS and is given to ensure that the contracting agency can demonstrate fiscal and programmatic compliance before the contract is designated as a clear contract. Contractors on provisional status shall submit monthly fiscal and attendance reports to CDNFS. The contract status shall be reviewed annually.

3. Conditional Contract (*WIC 10397*)
 - a. This designation applies to a high-risk contract awarded to a contracting agency that evidences fiscal or programmatic noncompliance, or both fiscal and programmatic noncompliance.
 - b. A contracting agency with one or more contracts designated as conditional is deemed to be on conditional status with the CDSS for all childcare and development program purposes and is subject to any restrictions deemed reasonable to secure compliance.

D. Administrative Review of Changes in Contract Status (5 *CCR 18303*)

1. Contract performance shall be reviewed at least annually by CDSS staff who shall determine by April 1 of each year whether to offer continued funding on

a clear contract, continued funding on a conditional basis or to make no offer of continued funding.

2. If the staff recommends conditional status or no offer of continued funding, the contractor shall be notified in writing of the reasons for the proposed change in contract status by April 7. The notice of proposed action shall be sufficiently specific to allow the contractor to respond to the factual basis for the proposed action.
3. If the contractor disagrees with the proposed action, the contractor's response shall be received by the CDSS within ten (10) calendar days of receipt of the notice of proposed action. The contractor's response shall include any written materials in support of its position and, if the contractor intends to make an oral presentation, the response shall so specify.
4. If the action is being appealed, the staff recommendation and the contractor's response shall be reviewed by an administrative review panel convened by the Director of the ELCD within seven (7) calendar days of receipt of the contractor's response. The review panel will consist of representatives of ELCD management, CDNFS, CDSS's Legal Division, OAS, Contracts Office, and a representative of a childcare and development service provider familiar with the type(s) of program(s) operated by the contractor.
5. Upon review of the written submissions, the panel will do one of the following:
 - a. Issue a final decision upholding or modifying the proposed change in status if no oral presentation has been requested;
 - b. Schedule a time and place for an oral presentation by the contractor; or
 - c. Issue a final decision to not change the contract status.
6. If an oral presentation has been requested, the contractor will be notified by telephone of the time and place of the presentation. The oral presentation will be scheduled no later than fourteen (14) calendar days from receipt of the contractor's response.
7. At the oral presentation, the contractor or the contractor's representative will have an opportunity to explain any material submitted in its response. While the contractor may present any information or arguments that are relevant to the proposed action, the review panel may set reasonable limits on the scope of the presentation.
8. Within seven (7) calendar days after the oral presentation, the review panel shall issue and mail to the contractor a decision upholding, reversing or modifying the proposed change in contract status. The decision of the review panel shall be the final action of the CDSS with regard to that contract.

E. Conditional Contract Status Procedure

1. Conditional Status Imposed During the Contract Period (5 CCR 18304)
 - a. If the contractor demonstrates fiscal or programmatic noncompliance during the contract period, based on such information as an annual audit report, a FPM/CMR, or a change in licensing status, the CDSS may place the contract on conditional status for the remainder of the contract period.
 - b. The contractor shall receive notice and may request an administrative review of the proposed action as required paragraph D, above, in the event such a change in contract status is recommended by staff of the CDSS.
 - c. If the contract is placed on conditional status during the last ninety (90) days of the contract period and the contractor is offered continued funding, the contract for the subsequent contract period will also be on conditional status.
2. Conditional Status Addendum (WIC 103975 CCR 18305)
 - a. If the contractor is placed on conditional status during the contract period, a Conditional Status Addendum will be issued by the CDSS and the Conditional Status Addendum shall be considered a part of the annual child development contract and binding on the contractor.
 - b. A Conditional Status Addendum shall contain a bill of particulars which detail the items of noncompliance, the standards that must be met to avoid termination of the contract and to qualify the contractor for clear contract status. The Addendum shall include all the following:
 - i. The specific item(s) of noncompliance which the contractor must correct;
 - ii. The specific corrective action(s) which must be taken;
 - iii. The time period within which the contractor must complete the corrections; and
 - iv. Notice that failure to demonstrate substantive progress within six (6) months shall constitute a breach of contract and may result in no offer of continued funding, or termination of the contract.
3. Duration of Conditional Contract Status (WIC 10397(a)(3) and 5 CCR 18307)
 - a. A contractor shall remain on conditional contract status until the contractor has corrected deficiencies and/or has met requirements identified in the Conditional Status Addendum.

- b. Failure to demonstrate substantive progress toward fiscal or program compliance within six (6) months of being on conditional status shall constitute a breach of contract and may subject to no offer of continued funding or termination of the contract. in accordance with paragraph F, below.
- a. A contractor with a repayment plan shall remain on conditional contract status and not receive any apportionments until full repayment is made.
- c. A contractor on conditional contract status that is not on a repayment plan shall remain in that status until:
 - i. The CDSS issues written notice to the contractor that the conditional status has been cleared;
 - ii. The contractor is issued a clear contract; or
 - iii. The contract terminates according to its terms.
- d. A contractor may request written verification from the CDSS that some of the deficiencies have been corrected even if the contractor will not be removed from conditional contract status.
- e. While on conditional status, the contractor shall submit monthly fiscal and attendance reports to CDNFS. The first monthly report shall include a current inventory of equipment purchased in whole or in part with contract funds.
- f. Contractors on “conditional” status are not eligible to apply for new or additional funds.
- g. Contractors on Conditional contract status continue to be subject to , Termination, and Non-Renewal in accordance with paragraphs B and F of this section.

F. Contract Termination Procedure

1. Contractor's Termination for Convenience (5 CCR 18024)
 - a. A contractor may terminate the contract for any reason during the contract term.
 - b. The contractor shall notify the CDSS of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.
 - c. Within fifteen (15) days from the date the contractor notifies the CDSS of its intent to terminate the contract, the contractor shall submit:

- i. A current inventory of equipment purchased in whole or in part with contract funds; and
 - ii. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract.
 - iii. CFCC and Alternative Payment program contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services funded by the childcare and development contract.
 - d. Upon receipt of a notice of intent to terminate, the CDSS will transfer the program to another agency as soon as practicable.
2. Immediate Termination (*WIC* 10398, 10399, and 10401)
- a. A contracting agency that evidences any of the following acts or omissions may have its contract immediately terminated if there is documented evidence of the acts and omissions, and upon review and recommendation of the general counsel of the CDSS for any of the following reasons:
 - i. Fraud, or conspiracy to defraud.
 - ii. Misuse or misappropriation of state or federal funds, including a violation of *WIC* 10399.
 - iii. Embezzlement.
 - iv. Threats of bodily or other harm to a state official.
 - v. Bribery or attempted bribery of a state official.
 - vi. Unsafe or unhealthy physical environment or facility.
 - vii. Substantiated abuse or molestation of children.
 - viii. Failure to report suspected child abuse or molestation.
 - ix. Theft of supplies, equipment, or food.
 - x. Cessation of operations without the permission of the CDSS or acts or omissions evidencing abandonment of the contract or contracts.
 - xi. C2AP, C3AP, CAPP, CMAP, and CFCC contractors that fail to fully reimburse a significant number of approved childcare providers as determined by the CDSS, within fifteen (15) calendar days after the date set in the plan for timely payments to childcare providers, adopted by the contracting agency, pursuant to 5 *CCR* 18226, unless the failure is attributable to a delay in receiving apportionments from the state.

- xii. Failure to pay salaries owed to employees, or pay federal payroll tax, for more than fifteen (15) days after the employee salaries, or federal payroll taxes were due, unless the failure is attributable to a delay in receiving apportionments from the state.
 - xiii. Contractors that have in place or who place a person in a position of fiscal responsibility or control who have been convicted of a crime involving misuse or misappropriation of state or federal funds, or a state or federal crime involving moral turpitude, may have its contract terminated if there is documented evidence of the conviction, and upon review and recommendation of the general counsel of the CDSS.
 - xiv. If the agency provides evidence to the CDSS, before the effective date given in the notice of immediate termination, that the convicted person has been removed from the position of fiscal responsibility or control and provides assurance that the person will not be returned to a position of fiscal responsibility or control, the CDSS shall withdraw the termination action.
- b. A contractor whose contract is immediately terminated retains appeal rights. Contractors that are the subject of an immediate termination shall not continue to operate during the appeal of termination.
3. Non-Immediate Termination (*WIC* 10398, 10399, and 10400 and 5 *CCR* 18301)
- a. In addition to the grounds set forth above in *Immediate Termination*, which also may be the basis for a non-immediate termination, termination of a contract during the contract period may occur when:
 - i. A contractor fails to correct items of fiscal or programmatic noncompliance within six (6) months of receiving a conditional contract which includes a Conditional Status Addendum issued in accordance with paragraph E, subparagraph 2, above. or
 - ii. A contractor fails or refuses to make available for examination or copying by an authorized employee of the CDSS any records or documents that the contractor is required to retain, upon a request by that employee to examine or copy such records or documents; or
 - iii. A contractor refuses to permit an authorized employee of the CDSS to enter a facility operated by the contractor during days of operation as indicated in the approved program calendar on file with the CDSS.

- b. Any action by the CDSS to terminate a contract, other than to terminate a contract on an immediate basis shall be preceded by a ninety (90) day notice of the action, stating the specific reasons for the action, and describing the contractor's appeal rights pursuant to paragraph G below. Except for cases of immediate termination, contractors that are terminated shall be allowed to continue to operate during the appeal of termination.
4. Contractor's Responsibility After Notice of Nonrenewal or Termination (5 CCR 18302 and 18054)
- a. After receiving notice of the CDSS's decision to terminate the contract or to make no offer of continued funding, the contractor shall submit copies to, or make available for copying by the CDSS, all of the following:
 - i. A current inventory of equipment purchased in whole or in part with contract funds;
 - ii. The names, addresses and telephone numbers of all families served by the contract, all staff members funded by the contract; and
 - iii. Monthly enrollment and attendance reports until the contract is actually terminated or until the final month for which the contractor retains a contract. C2AP, C3AP, CAPP, CMAP, and CFCC contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services under the contract.
 - b. The CDSS shall only be obligated to compensate the contractor for net reimbursable program costs or earnings, whichever is less, in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The CDSS shall offset any monies the contractor owes against any monies CDSS owes under this contract.

G. Independent Appeals (W/C 10392, 10393)

- 1. An independent appeal procedure shall be available to any contractor in any of the following circumstances:
 - a. Termination of a contracting agency's contract
 - b. Denial of more than four (4%) percent or twenty-five thousand dollars (\$25,000), whichever is less, of the contact maximum reimbursable amount.
 - c. Demand for remittance of an overpayment of more than more than four (4%) percent or twenty-five thousand dollars (\$25,000), whichever is less, of the contact maximum reimbursable amount.

2. Before filing an appeal petition for an action taken pursuant to subparagraph 1, items (b) or (c) above, the contractor shall have submitted all previously required standard monthly or quarterly reporting forms to the CDSS.
3. Such appeals shall be heard by independent hearing officers in accordance with procedures established by the Office of Administrative Hearings (OAH) as specified in California Code of Regulations, Title 1, sections 1121 through 1126,

H. Procedures For Independent Appeals (5 CCR 18301 and GC 11500)

1. Notice of Defense/Appeal Petition
 - a. The contractor shall be served notice of the action as set forth in *WIC 10396* and *GC 1500 et seq.* The contractor may contest the noticed action as set forth in *GC 11506* by filing a notice of defense/appeal petition with the CDSS within fifteen (15) days after service of the action and may request a hearing before the OAH. The notice of defense/appeal petition shall include:
 - i. A clear, concise statement of the action being appealed; and
 - ii. The name, address and telephone number of the contractor's authorized representative for the proceeding.
 - b. In addition, the contractor may also, as part of the Notice of defense/appeal petition:
 - i. Object to the action upon the grounds that it does not state acts or omissions upon which the contractor may proceed;
 - ii. Object to the form of the action on the grounds it is so indefinite or uncertain that the respondent cannot identify the transaction or prepare a defense;
 - iii. Admit any of the charges in the action in whole or in part;
 - iv. Object to the action upon the grounds that, under the circumstances, compliance with the requirements of a regulation would result in a material violation of another regulation enacted by another department affecting substantive rights.
2. Failure To Submit a Timely Notice of Defense or Appeal Petition or Proceed with Appeal

If a contractor is served a notice of action and fails to properly file a notice of defense/appeal petition, or files a notice of defense/appeal petition, but fails to appear at the appeal hearing, action may be taken by the CDSS (or by the

Administrative Law Judge for failure to appear at the hearing) based upon the contractor's express admissions or other evidence and affidavits without any notice to the contractor. Notwithstanding the default, the CDSS or the OAH may, before a proposed decision is issued, grant an appeal hearing on reasonable notice to the parties. If the CDSS issues a default decision against the contractor, it must serve notice of that decision on the contractor and the contractor has seven (7) days after service to request that the decision be vacated stating the grounds relied on. The CDSS, in its discretion, may vacate the decision and grant a hearing on a showing of good cause.

3. Hearing

If the contractor submits a timely request for a hearing, the CDSS shall have ten (10) calendar days to request that the OAH schedule a hearing and transmit the following to the OAH:

- a. The notice of defense/appeal petition submitted to the CDSS by the contractor;
- b. The original notice of action sent to the contractor; and
- c. The name, address and telephone number of the CDSS authorized representative for the proceeding.
- d. The OAH shall schedule a hearing on the appeal filed by a contractor to commence no later than thirty (30) calendar days following the receipt of the petition by the CDSS, but at least ten (10) calendar days' written notice will be given of the time and place of the hearing. An OAH hearing officer will hear evidence submitted by the CDSS and the contractor during the hearing. The hearing will be recorded. The hearing officer may continue hearings, if deemed necessary.

4. The Decision

The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days after the submission of the case. The decision shall be sent by registered mail or personally served on the representatives of the parties by OAH. The decision shall be the final administrative action afforded the contractor.

5. Settlement between the Parties

The CDSS and contractor may, at any time before or after issuance of a notice of action, agree to a settlement of the actions. The settlement terms, as agreed to by both parties, are to be incorporated into a stipulation and waiver decision that is approved by the CDSS agency head or his or her designee and issued by the CDSS. The decision shall be the final administrative action afforded the contractor.

6. Request for Additional Written Materials on File at CDSS

Contractors may request, in writing, any public documents on which the CDSS intends to rely from the CDSS files at a cost of fifteen cents (\$.15) cents per page, payable in advance. The CDSS will mail the material requested not later than ten (10) days from the receipt of the request.

IX. BUILDING A BETTER EARLY CARE AND EDUCATION SYSTEM (BBECES) (WIC 10420-10429.5; CIVIL CODE 1798.17; 42 US 9858C(2)(D) AND (U); 45 CFR 98.16(AA), 98.33 AND 98.42)

(Applies to all contract types that provide care through family childcare homes and/or through individual licensed-exempt providers)

A. Submission and Disclosure of Childcare Provider Information

1. Contractors are required to collect and submit to the CDSS, or its designee, as required by law, the following information for all licensed family childcare home providers and individual licensed-exempt childcare providers providing subsidized childcare services and in conformance with the format, timeline and manner prescribed by the CDSS, and in accordance with the BBECES:
 - a. Name of childcare provider (excluding volunteers and assistants)
 - b. Mailing address of provider
 - c. Home address of provider
 - d. County of provider home address
 - e. Email address of provider, if known
 - f. Cell, work, and home phone numbers of provider, if known
 - g. Whether provider is licensed or not, and, if licensed, the license number
 - h. The date subsidized care began
 - i. The date subsidized care ended, if applicable
 - j. Agency, contractor, subcontractor, or political subdivision administering the program
2. The information collected from family childcare providers, as defined, may be re-disclosed by the CDSS to provider organizations as defined in law as well as other state agencies as permitted by law for purposes of organizing, representing, and assisting family childcare providers, as well as for purposes of emergency response planning and monitoring health and safety

requirements to comply with Childcare and Development Block Grant requirements.

3. Contractors shall not delay or obstruct the collection of the provider information.
4. Contractors must notify family childcare providers in writing of the collection and use of the information in order to comply with applicable laws, including the Information Practices Act.
5. Upon learning that a family childcare provider will no longer receive a subsidized childcare payment, contractors shall, as required by law and in conformance with the format, timeline and manner prescribed by the CDSS, inform the CDSS of the date the provider ended subsidized care.

B. Notices and Communications

Contractors are required to distribute to providers and/or post on their website all notices and communications as may be required by the BBECES or any applicable Memorandum of Understanding.

C. Reimbursement

1. Contractors are required to deduct from reimbursement any dues as requested by a certified provider organization. The deductions may include membership dues, initiation fees, general assessments, and payment of any other membership benefit program sponsored by the certified provider organization.
2. If the deductions from a provider's subsidy payments required action by more than one contractor, the certified provider organization shall establish reasonable procedures to ensure that the total amount deducted does not exceed the total dues and other voluntary deductions owned by that provider.
3. A contractor must rely on a certification from the certified provider organization requesting a deduction that it has and will maintain an authorization, signed by the individual provider from whose subsidy the deduction is to be made. A certified provider organization that certifies that it has and will maintain authorization shall not be required to provide a copy of an individual authorization to the entity unless a dispute arises about the existence or terms of the authorizations.

D. Memorandum of Understanding

Must adhere to any requirements that bind contractors in any applicable memorandum of understanding.

E. Interference

Contractors are prohibited from interfering with the right of providers to collectively bargain and further prohibited from deterring or discouraging providers to join the union.

F. Training Partnership

Contractors must notify the certified provider organization of preservice meetings, and orientations, either in-person or online, and allow representatives from the certified provider organization to present at the preservice meetings, and orientations as permitted under the BBECES or as provided for in any applicable memorandum of understanding. (*WIC 10428.7*)

X. DEFINITIONS

As applicable to each specific program type.

"Actual and allowable net costs" means the costs which may be reimbursed under a particular child development contract after disallowed costs and restricted income have been subtracted from total expenditures. 5 *CCR 18013(a)*.

"Additional funds" means award of new contracts or expanded contracts that increase the contractor's level of administrative responsibility. Additional funds do not include cost of living adjustments, rate increases and one-time-only supplemental funds or Alternative Payment program contingency funds. 5 *CCR 18000(a)*

"Adjusted child days of enrollment" means child days of enrollment after adjustment factors specified in *WIC 10281.5* have been applied. 5 *CCR 18013*.

"Adjusted monthly income" means total countable income as defined below, minus verified child support payments paid by the parent whose child is receiving child development services, excluding the non-countable income listed below: 5 *CCR 18078(a)*

- a. Earnings of a child under age eighteen (18) years;
- b. Loans;
- c. Grants or scholarships to students for educational purposes;
- d. Federal Supplemental Assistance Program (CalFRESH/SNAP) or Women, Infants and Children benefits or other food assistance;
- e. Earned Income Tax Credit or tax refund;

- f. GI Bill entitlements, hardship duty pay, hazardous duty pay, hostile fire pay, or imminent danger pay;
- g. Adoption assistance payments received pursuant to *WIC* Section 16115 et seq.;
- h. Non-cash assistance or gifts;
- i. All income of any individual counted in the family size who is collecting federal Supplemental Security Income (SSI) or State Supplemental Program (SSP) benefits;
- j. Insurance or court settlements for pain and suffering;
- k. Reimbursements for work-required expenses such as uniforms, mileage, or per diem expenses for food and lodging;
- l. Business expenses for self-employed family members;
- m. When there is no cash value to the employee, the portion of medical and/or dental insurance documented as paid by the employer and included in gross pay; and
- n. Disaster relief grants or payments, except any portion for rental assistance or unemployment.
- o. AmeriCorps Volunteers In Service to America (VISTA) and Federal Emergency Management Agency (FEMA) stipends, room and board, and grants
- p. Guaranteed income payments as defined below.

"Administrative costs" means costs incurred for administrative activities where neither the family, the child nor the service providers for voucher-based programs and family childcare homes directly benefit from the activity. 5 *CCR* 18013(c).

"Adult" means a person who is at least eighteen (18) years of age. 5 *CCR* 110152(a)(2).

"Agency Self-Evaluation Annual Report" is a form issued by the CDSS for use by contractors to submit a summary of their program self-evaluation findings. 5 *CCR* 18270.5(a) and 18279(c).

"Alternative payments" includes payments that are made by one childcare agency to another agency or childcare provider for the provision of childcare and development services, and payments that are made by an agency to a parent for the parent's purchase of childcare and development services. *WIC* 10213.5

“Alternative payment program” also known as voucher-based programs, means a local government agency or nonprofit organization that has contracted with the CDSS pursuant to *WIC* 10225.5 or a migrant alternative payment program pursuant to *WIC* 10225, to provide alternative payments and to provide support services to parents and providers. Types of voucher-based programs include C2AP, C3AP, CAPP, and CMAP. (*WIC* 10213.5(b)).

"Applicant or contracting agency" means a school district, community college district, college or university, county superintendent of schools, county, city, public agency, private, non-tax-exempt agency, private tax-exempt agency, or other entity that is authorized to establish, maintain, or operate services. Private agencies and parent cooperatives, duly licensed by law, shall receive the same consideration as any other authorized entity with no loss of parental decision-making prerogatives as consistent with the provisions of this chapter. *WIC* 10213.5(c).

“Approved work activity” (also known as welfare to work activity) is an activity contained in the parent’s welfare-to-work plan as described and further defined in *WIC* 11322.6 et seq. and may include:

- a. Unsubsidized employment;
- b. Subsidized private sector employment;
- c. Subsidized public sector employment;
- d. Work experience;
- e. On-the-job training;
- f. Grant-based on-the-job training;
- g. Supported work or transitional employment;
- h. Work-study;
- i. Self-employment;
- j. Community or vocational education and training;
- k. Job search and job readiness assistance;
- l. Education directly related to employment;
- m. Satisfactory progress in secondary school or in a course of study leading to a General Education Development (GED) certification;
- n. Mental health, substance abuse and domestic violence services; or

- o. Other activities necessary to assist an individual in obtaining unsubsidized employment.

“Assistance Unit” means a group of related persons living in the same home who have been determined eligible for CalWORKs cash assistance by the county. California-DSS-Manual-EAS Eligibility and Assistance Standards, Chapter 82-800 Assistance Unit.

“Attendance” means the number of children present at an childcare and development facility. “Attendance,” for purposes of reimbursement, includes excused absences by children because of illness, quarantine, illness or quarantine of their parent, family emergency, or to spend time with a parent or other relative as required by a court of law or that is clearly in the best interest of the child. *WIC 10213.5(e)*.

“Audit Guide” refers to the most recent CDSS Audit Guide, which is a resource for audit requirements and guidance applicable to certain state and federal programs operated by private and public organizations under agreements with the CDSS. The Audit Guide should be used by independent auditors in conducting audits of state and federal childcare and development programs.

"Authorized representative" means, depending upon the specific regulation, either:

- a. A person who has been delegated the responsibility to sign a child in and out of a childcare program in the absence of the parent; 5 *CCR 18013(f)*.
- b. A person designated by the contractor to certify eligibility for subsidized services and/or issue a notice of action, application for services or notice of action, recipient of services; 5 *CCR 18082(b), 18083(i)*.
- c. A person designated by the parent that would be allowed to review the child's data file; or 5 *CCR 18117(b)*.
- d. A person designated by the parent to represent the parent at a local hearing upon filing an appeal after receipt of a notice of action. 5 *CCR 18120(e)*.

“Benefit to the State” means that the activity will improve knowledge or expertise in areas directly related to subsidized childcare and development services. 5 *CCR 18013(g)*.

“California School Accounting Manual” provides accounting policies and procedures, as well as guidance in implementing those policies and procedures.

“CalWORKs Cash Aid Recipient” means an adult or minor teen parent who receives cash aid from the county welfare department for the CalWORKs or Cal-Learn program. *WIC 10370-10376.5*.

“Ceases Operation” means the contractor does not provide subsidized services in accordance with the contractor's program operating calendar submitted to and approved by the Child Development Division for the applicable contract period. 5 CCR 18013(h).

“Center-based Programs” means all programs providing services directly to children at a licensed center or family childcare home and not through the use of an alternative payment voucher. Types of center-based programs include CCTR, CHAN, CMIG and CFCC.

“Certified Schedule” or “Certified Need for Childcare” means the number of hours per day and/or week that a family is approved to receive subsidized childcare and development services. This is also referred to sometimes as a “childcare schedule.” 5 CCR 18078

“Childcare Certificate” means a certificate that may be a check, or other disbursement issued by a grantee directly to a parent who may use such certificate only as payment for childcare services or as a deposit for childcare services if a deposit is required by the provider. Nothing in this part shall preclude the use of such certificate for sectarian childcare services if freely chosen by the parent. For the purposes of this part, a childcare certificate is assistance to the parent, not assistance to the provider. 45 CFR Section 98.2.

“Childcare and Development Programs” means those programs which offer a full range of services for children from infancy to (13) thirteen years of age, or children with exceptional needs up to 21; for any part of the day, by a public or private agency, in centers and family childcare homes. WIC 10213.5(i).

These programs include voucher-based programs, center-based programs and resource and referral programs and specifically include the following:

- a. General childcare and development.
- b. Migrant childcare and development.
- c. Resource and referral.
- d. Childcare and development services for children with exceptional needs.
- e. Family childcare home education network.
- f. Voucher-based program.

“Childcare and Development Services” means those services designed to meet a wide variety of needs of children and their families, while their parents or guardians are working, in training, seeking employment, incapacitated, or in need of respite. These services may include direct care and supervision, instructional

activities, resource and referral programs, and alternative payment arrangements. *WIC 10213.5.*

“Childcare Provider” means an adult or agency that provides childcare services pursuant to the *WIC 10270-10490* Childcare and Development Services Act (). 5 *CCR 18400(b).*

“Child Days of Enrollment” for fiscal reporting purposes, means the total number of days every child is certified to attend a center-based program, excluding CFCC, regardless of attendance.

“Child Development Fund” means the restricted fund used by the contractor to account for contract funds and related net reimbursable program costs. (*WIC 10336; 5 CCR 18064*)

“Child Protective Services” (CPS) means children receiving protective services through the local county welfare department as well as children identified by a legal, medical, social service agency or emergency shelter as abused, neglected, or exploited or at risk of abuse, neglect or exploitation. (*5 CCR 18078(c)*)

"Children at risk of abuse, neglect, or exploitation" refers to children who are so identified in a written referral from a legal, medical, social services agency, or emergency shelter. *WIC 10213.5(k).*

“Children with Exceptional Needs” means, as set forth in *WIC 10213.5* either of the following:

- a. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Title 14 (commencing with Section 95000) of the Government Code) and its implementing regulations. These children include an infant or toddler with a developmental delay or established risk condition, or who is at high risk of having a substantial developmental disability, as defined in subdivision (a) of Section 95014 of the Government Code. These children shall have active individualized family service plans and shall be receiving early intervention services.
- b. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program team according to the special education requirements contained in Part 30 (commencing with Section 56000) of Division 4 of Title 2, and who meet eligibility criteria described in Section 56026 and, Article 2.5 (commencing with Section 56333) of Chapter 4 of Part 30 of Division 4 of Title 2, and Sections 3030 and 3031 of Title 5 of the California Code of Regulations. These children shall have an active individualized education program and shall be receiving early intervention services or appropriate special education.

“Children with severe disabilities” or “Severely disabled children” are children with exceptional needs from birth to twenty-one (21) years of age, inclusive, who require intensive instruction and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbance or severe developmental disability. This also includes those individuals who would have been eligible for enrollment in a developmental center for handicapped pupils under Chapter 7 (commencing with Section 56900) of Part 30 of Division 4 of Title 2 of the Education Code *WIC 10213.5(y)*.

“Co-located Programs” are those that share the same facility but cannot be commingled because they are different types of programs with different program requirements.

“Commingled Childcare Services” means the provision of services to both subsidized and nonsubsidized children in the same classroom at the same time. *5 CCR 18013(i)*.

“Compliance review” means that a team of the CDSS staff reviews a contractor's program at the program site to determine compliance with applicable laws, regulations, or contractual provisions. *5 CCR 18023(a)(1)*.

“Contract Period” means the time span the contract is in effect as specified in the child development contract. *5 CCR 18013(i)*.

“Co-payment” means any usual and customary provider charges that exceed the maximum subsidy amount. The family shall be responsible for paying the provider the difference between the provider's rate and the maximum subsidy amount. This shall be considered the family's co-payment. The contractor shall not be responsible for collecting the family's co-payment. *5 CCR 18220.6(b)*.

“CSPP Four-year-old children” means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a California state preschool program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a California state preschool and whose parent or guardian has opted to retain or enroll them in a California state preschool program.

“CSPP Three-year-old children” means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a California state preschool program. Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a California state preschool program on or after their third birthday. Any child under four years of age shall be served in a California state preschool program facility, licensed in accordance with Title 22 of the California Code of Regulations.

“Days of Operation” means a day in which the contractor provides service, as indicated on the approved program calendar, to one or more certified children

enrolled in a Center-Based program, excluding CFCCs. For Alternative Payment and CFCC programs, a day of operation means a day the administrative office is open for business, as indicated on the approved program calendar.

“Declaration” means a written statement signed by a parent under penalty of perjury attesting that the contents of the statement are true and correct to the best of their knowledge. 5 *CCR* 18078(d).

"Depreciation" means a cost in the current fiscal year that is based on acquisition costs, less any estimated residual value, computed on a straight-line method (based on the normal, estimated useful life expectancy of the asset). 5 *CCR* 18013(k).

“Desired Results Developmental Profile” is a document used to record the information in the developmental profile defined in 5 *CCR* Section 18270.5(b) that is incorporated by reference. 5 *CCR* 18270.5(c).

“Desired Results Parent Survey” is a document used to solicit information from parents regarding the childcare program or services that the child and family receive. 5 *CCR* 18270.5(d).

"Developmental profile" means a record of a child's physical, cognitive, social, and emotional development that is used to inform teachers and parents about a child's developmental progress in meeting desired results. In center-based programs, teacher and parent observations shall be included as part of the information used to complete the child's developmental profile. In family childcare home education networks, the observations of agency staff, in consultation with providers, and parents shall be included as part of the information used to complete the child's developmental profile. 5 *CCR* 18270.5(b).

"Disallowed costs" means costs that have been incurred but are not reimbursable because they are not reasonable and/or necessary for the performance of the contract or are otherwise non-reimbursable. 5 *CCR* 18013

"Displace families" means to disenroll families in order to reduce service levels due to insufficient funding or inability of a contractor to operate one or more sites because of reasons stated in *WIC* 10272.5; 5 *CCR* 18078(e).

“Diversion services” means one-time assistance services provided by the county welfare department, either in cash or in non-cash services, to an otherwise CalWORKs eligible family, when the county welfare department determines that such assistance will help the family avoid becoming a CalWORKs cash aid recipient. 5 *CCR* 18400(d).

“Early learning and care program” is defined as “Childcare and development program” as set forth in *WIC* 10213.5. Early learning and care services” is defined as “Childcare and development services as set forth in *WIC* 10213.5.

“Early childhood mental health consultation services” means a service benefitting an infant or toddler who is 0 to 36 months of age, inclusive, and is served in a general childcare and development program, or a child who is 0 to 5 years of age, inclusive, and is served in a family childcare home education network setting funded by a general childcare and development program. *WIC 10281(a)(1)*

“Education program” for purposes of program quality means the environment, activities, and services provided to the children. *5 CCR 18270.5.*

“Educational programs” for purposes of determining need for childcare and development services means either of the following: *5 CCR 18078*

- a. Classes or courses for English language learner (ELL) or English as a Second Language (ESL); or
- b. Classes or courses to attain a high school diploma, a General Education Development (GED), or a High School Equivalency (HSE) certificate, as specified in Education Code Section 8263(a)(1)(B).

“Employment agreement” is a formal agreement that specifies the conditions of the relationship between an individual employee and an employer including compensation and expectations. Also referred to as an employment contract.

“Environment rating scale” means an instrument that measures program quality by rating the education program (*5 CCR 18273*, the staff development program (*5 CCR 18274*), and parent involvement and education (*5 CCR 18275*.)

Environment rating scales include the CDSS most recently used versions of the following (*5 CCR 18270.5(f)*) :

- a. “ECERS” means the document entitled, Early Childhood Environment Rating Scale;
- b. “ITERS” means the document entitled, Infant-Toddler Environment Rating Scale;
- c. “FDCCERS” means the document entitled, Family Childcare Environment Rating Scale;
- d. “SACERS” means the document entitled, School-Age Care Environment Rating Scale;

“Expulsion” means the permanent dismissal of a child from a program in response to a child’s behavior. (*WIC 10491*)

"Families experiencing homelessness" is defined as set forth in Section 11434(a)(2) of title 42 of the United States Code, known as the McKinney-Vento Homeless Assistance Act.

"Family" means the parents and the children for whom the parents are responsible who comprise the household in which the child receiving services is living. For purposes of income eligibility and family fee determination, when a child and his or her siblings are living in a family that does not include their biological or adoptive parent, "family" shall be considered the child and related siblings. (5 CCR 18078(i)).

"Family childcare home education network" means an entity organized under law that contracts with the CDSS pursuant to WIC 10250 to make payments to licensed family childcare home providers and to provide education and support services to those providers and to children and families eligible for state-subsidized childcare and development services. A family childcare home education network may also be referred to as a family childcare home system. (WIC 10213.5(p)).

"Family childcare homes" refers to licensed childcare provided in a private home. (22 CCR 102352(f)).

"Family childcare provider" or "provider" for purposes of implementation of Building a Better Early Care and Education System (BBECES) means a childcare provider who participates in a state-funded childcare and development program and is either of the following:

- a. An individual who operates a family daycare home, as defined in H&SC Section 1596.78, and who is licensed pursuant to the requirement in H&SC Section 1596.80.
- b. An individual who provides childcare and development services in their own home or in the home of the child receiving care and is exempt from licensing requirements pursuant to H&SC, Section 1596.792. (WIC 10421(b)(1)(B)).

"Family fee" means the families share of cost as determined from the fee schedule. (WIC 10290; 5 CCR 18078(k)).

"Family childcare provider" or "provider" for purposes of implementation of Building a Better Early Care and Education System (BBECES) means a childcare provider who participates in a state-funded childcare and development program and is either of the following:

- a. An individual who operates a family daycare home, as defined in H&SC Section 1596.78, and who is licensed pursuant to the requirement in H&SC Section 1596.80.

- b. An individual who provides childcare and development services in their own home or in the home of the child receiving care and is exempt from licensing requirements pursuant to H&SC, Section 1596.792. (*WIC* 10421(b)(1)(B)).

“Fee schedule” means the “Family Fee Schedule” issued by the CDSS pursuant to *WIC* 10290 and 10436. (5 *CCR* 18078(k)).

“Family size” for all programs means the number of people constituting a “family” as determined by documentation supporting the number of children and parents in the family. (5 *CCR* 18083.1)

“Former CalWORKs cash aid recipient” means an adult individual or minor teen parent who has previously received and is no longer receiving cash aid under the CalWORKs or Cal-Learn programs because of, but not limited to, earnings, other income, or a sanction of the adult imposed by county welfare department. (5 *CCR* 18400(f))

"Full signature" means the legal signature of the individual (e.g., signature normally used on checks and other documents). If the individual is not literate in written English, the individual may sign with an "X" which must be initialed by the contractor's authorized representative (5 *CCR* 18065). Pursuant to *WIC* 10232.5 and 10269(b)(1) and (2), (the use of a digital signature shall have the same force and effect as the use of a manual signature, if it meets established program and technology requirements.

“Guaranteed income payments” means unconditional, recurring, regular, cash payments, whether publicly or privately funded, that are intended to support the basic needs of eligible recipients, including, but not limited to, payments provided through pilot programs and projects receiving funding from the California Guaranteed Income Pilot Program (*WIC* 18997 - 18997.4). *WIC* 10271.5(f),

“Income eligible” or “Ongoing income eligible” means that a family’s adjusted monthly income is at or below 85 percent of the state median income, adjusted for family size.

“Income fluctuation” means income that varies due to: (5 *CCR* 18078(n))

- a. Migrant, agricultural, or seasonal work;
- b. Inconsistent and/or unstable employment or self-employment resulting in an inconsistent pattern of income; or
- c. Intermittent, occasional, sporadic, or infrequent earnings or income, including but not limited to bonuses, commissions, lottery winnings, inheritance, back child support payment, overtime, or net proceeds from the sale of real property or stock.

"Indirect costs" are general and administrative costs that benefit the operations of the entire organization but cannot be identified to specific programs or activities. Examples of indirect costs are described in the federal cost principles codified under the Uniform Guidance (UG), 2 *CFR*, 200.414. (5 *CCR* 18013(m))

"Indirect cost allocation plan" means a written approved justification and rationale for assigning the relative share of indirect costs across more than one program or contract. School districts and county offices of education shall use the CDSS approved rate if it is less than ten percent (10%). A Nonprofit's Board of Directors will approve the indirect cost allocation plan. (5 *CCR* 18013(n) and 2 *CFR* 200.414)

"Initial certification" means the formal processes the contractor goes through to collect information and documentation to determine that the family and/or child meets the criteria for receipt of subsidized child development services as specified in 10271(a)(1)(A) and (a)(1)(B), respectively. The dated signature of the contractor's authorized representative on an application for services certifies that the criteria have been met and begins the period of eligibility. (5 *CCR* 18078(j))

"Legally qualified professional" means a person licensed under applicable laws and regulations of the State of California to perform legal, medical, health or social services for the general public. (5 *CCR* 18078(p))

"Licensed-exempt provider" means an individual or organization that is not required to be licensed, as specified in H&SC 1596.792, or any other federal law or regulation.

"Licensed family childcare provider" means a childcare provider who participates in a state-funded early care and education program, as defined in Section 10421, and is an individual who operates a family daycare home as defined in H&WC, Section 1596.78 and is license pursuant to the requirements in HWC Section 1596.80. (*WIC* 10491).

"Licensed provider" means an individual or organization that has obtained a childcare license, as specified in 22 *CCR* 101152; H&SC 1596.90, et seq.

"Maximum reimbursable amount" means the total dollar amount of a contract. Reimbursement from the State shall not exceed the maximum reimbursable amount. The initial maximum reimbursable amount shall be the approved original version of the annual contract based on the Budget Act as signed by the Governor. (5 *CCR* 18013(o)).

"Maximum subsidy amount" means the regional market rate ceiling plus any applicable adjustments for: (5 *CCR* 18074.1(b))

- a. Evenings and/or Weekends for Licensed Providers; or
- b. Children with Exceptional Needs.

“Member of the household” means a member of the family as defined above.

"Migrant agricultural worker family" for Migrant Childcare and Development (CMIG) and Migrant Alternative Payment (CMAP) programs, means a family that has earned at least fifty percent (50%) of its total gross income from employment in fishing, agriculture or agriculturally related work during the twelve (12) month period immediately preceding the date of application for childcare and development services. (*WIC 10236*)

"Monthly attendance record or invoice" means documentation that includes, at a minimum, the name of the child receiving services, the dates and actual times care was provided each day, including the time the child entered and the time the child left care each day, that is signed under penalty of perjury by both the parent or guardian and the childcare provider, attesting that the information provided is accurate. (*WIC 10227.5*)

"Net reimbursable program costs" means the portion of the actual and allowable net costs that are incurred in the provision of childcare and development services for subsidized children. (*5 CCR 18013(p)*)

"New contract" means either:

- a. A contract award to applicants who do not currently contract with the CDSS for childcare and development services; or
- b. A contract award to current contractor that is for a program type as specified in *WIC 10213.5* that is different than the child development contract(s) currently administered by the applicant. (*5 CCR 18000(d)*).

“Notice of Action, Application for Services” means a written statement of specific information issued by the contractor that informs the family of the contractor’s decision to approve or deny childcare and development services. “Notice of Action, Recipient of Services” means a written statement of specific information issued by the contractor informing the family changes to services in accordance with *5 CCR 18082.2, 18082.3, 18114, or 18066.5*. “Parent” means a biological parent, adoptive parent, stepparent, foster parent, caretaker, relative, legal guardian, or domestic partner of the parent as defined in Family Code Section 297, or any other adult living with a child who has responsibility for the care and welfare of the child. (*WIC 10213.5(u)*).

"Parental Incapacity" means the temporary or permanent inability of the child’s parent(s) to provide care and supervision of the child(ren) for part of the day due to a physical or mental health condition. (*5 CCR 18078(r)*).

“Parent involvement and education” means those activities specifically designed to include parents in the education of their children, help parents participate in the program, and enhance their understanding of child development. (*5 CCR 18270.5*)

“Parent survey” means a questionnaire completed by the parent to assess the childcare program or services that the child and family receive. The parent survey asks for information about how the program helps parents support their child’s learning and development and meets the family’s needs. (5 CCR 18270.5)

“Position of fiscal responsibility or control” for purposes of Immediate termination, includes any authority to direct or control expenditure of, or any access to, state or federal childcare and development funds received pursuant to this section whether that authority or access is conferred based on the person’s status as an employee, director, manager, board member, or volunteer, or based on any other status. (WIC 10399)

“Persistent and serious behaviors” means either repeated patterns of behavior that significantly interfere with the learning of other children, or interactions with peers and adults that are not responsive to the use of developmentally appropriate guidance. This includes, but is not limit to physical aggression, property destruction, and self-injury. (WIC 10491)

“Private agency” or “Private contractor” means an entity other than a public agency that is tax exempt or non-tax exempt and under contract with the CDSS for the provision of childcare and development services. (5 CCR 18013(q))

“Program self-evaluation process” means those activities and procedures used by the contractor to evaluate its program quality and compliance with applicable laws, regulations, and contractual provisions. (5 CCR 18270.5(i))

“Program” means a general childcare and development program, as describe in Chapter 7 (commencing with Section 10240), a childcare and development service for children with severe disabilities, as described in Chapter 9 (commencing with Section 10270), or a migrant childcare and development program, with the exception of migrant alternative payment programs, as described in Chapter 6 (commencing with Section 10235), that serves children from zero to five years of age, inclusive. (WIC 10491)

“Provider”

- a. For purposes of abandonment of care, means any person or entity that is contracted or reimbursed to provide subsidized childcare and development services. This may include, but is not limited to, voucher-based program providers, family childcare home provider, eligible license-exempt provider, or contractor that provides subsidized childcare and development services directly to children.
- b. For purposes of implementation of Section IX, *Building a Better Early Care and Education System*, see definition for “family childcare provider” above.

“Public agency” or “Public contractor” means a school district, community college district, county superintendent of schools, campus of the California State

University or the University of California system, county, city or other public entity under contract with the CDSS for the provision of childcare and development services. (5 CCR 18013(r))

"Reasonable and necessary costs" are those costs that do not exceed what an ordinarily prudent person would incur in the conduct of a competitive business under the circumstances prevailing at the time of the decision to incur the cost, and whether the cost is of a type recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the award. (45 CFR 75.404; 5 CCR 18013).

"Recertification" means the formal processes the contractor goes through to collect information and documentation to determine that the family and/or child continues to meet the criteria for receipt of subsidized child development services as specified in *WIC* 10271(a)(1)(A) and (a)(1)(B), respectively. The dated signature of the contractor's authorized representative on an application for services certifies that the criteria have been met and begins the period of eligibility. (5 CCR 18078(t)).

"Recipients of service" means families and/or children enrolled in a childcare and development program subsidized by the CDSS. (5 CCR 18078(u)).

"Regional market rate ceilings" means the maximum amount calculated by the CDSS that providers in different regions of the state may be reimbursed for the same type of childcare for the same age child in accordance with statutory ceilings currently in effect. (5 CCR 18074.1(c)).

"Restricted income" means income which the donor designates may only be expended for specific limited purposes that would be reimbursable according to the contract. (5 CCR 18013).

"Sectarian organization or sectarian childcare provider" means any organization or provider that engages in religious conduct or activity or that seeks to maintain a religious identity in some or all of its functions. (45 CFR Part 98.2)

"Self-Certification of Income" means a declaration signed by the parent under penalty of perjury identifying (5 CCR 18078(v)):

- a. To the extent known, the employer and date of hire and stating the rate and frequency of pay, total amount of income received for the preceding month(s), the type of work performed, and the hours and days worked; or
- b. Families who are recipients of a means-tested program, pursuant to *WIC* 10271, the income declared on the application for the means-tested government program, and a statement indicating the parent does not have access to the application

- c. That the parent does not have income from employment and any source of income used to support the family including non-wage income.

“Service agreement” is a legal instrument by which the agency purchases services needed to carry out the childcare and development programs. Legal instruments that include services which are clearly incidental to the agreement are not considered service agreements.

"Service delivery area" means the community, geographic area, or political subdivision in which the childcare and development services are to be provided as specified in the Request for Applications. (5 CCR 18000(f)).

“Site supervisor” means a person, who, regardless of his or her title, has operational program responsibility for a childcare and development program at a single site. A site supervisor shall hold a permit issued by the Commission on Teacher Credentialing that authorizes supervision of a childcare and development program operating in a single site. The CDSS may waive the requirements of this subdivision if the CDSS determines that the existence of compelling need is appropriately documented. (*WIC 10213.5(aa)*)

"Social service agency" means an agency that, in the course of day-to-day business, provides personal counseling, personal or group therapy provided by personnel properly certified or licensed under California law. Examples of such agencies include county welfare departments and county mental health departments.

“Staff development program” means those activities that address the needs, interests, and skills of program staff or service providers to improve program quality. (5 CCR 18270.5(j))

“Stage 1” means the first stage of CalWORKs childcare services. Stage 1 childcare services are administered by the California Department of Social Services (DSS) through county welfare departments pursuant to *WIC 10371*. Stage 1 childcare begins when authorized by the county welfare department. 5 CCR 18400(n).

“Stage 2” means the second stage of CalWORKs childcare services. Stage 2 childcare services are administered by the CDSS through contracts with Alternative Payment program providers pursuant to *WIC 10372*. Stage 2 childcare begins when the county welfare department determines that a CalWORKs family is stable and transfers the family to a Stage 2 childcare contractor for childcare services, or a family applies and is found eligible for Stage 2 services. 5 CCR 18400(o).

“Stage 3” means the third stage of CalWORKs childcare services. Stage 3 childcare services are administered by the CDSS through contracts with Alternative Payment program providers pursuant to *WIC 10372.5*. Stage 3 childcare begins when a CalWORKs family receiving Stage 1 or Stage 2

childcare services has fully utilized the family's twenty-four (24) months of eligibility to Stage 1 and Stage 2 childcare services following the date the adult stopped receiving cash assistance. 5 CCR 18400(p).

"Standard reimbursement rate" means that rate established by the CDSS pursuant to WIC 10280 and 10213.5(ab).

"Start-up costs" also known as "service level exemption" means those expenses an agency incurs in the process of opening a new or additional facility before the full enrollment of children.

"State median income" means the most recent median income for California families as determined by the State Department of Finance (DOF). WIC 10271.5(c).

"Subcontract" means a written agreement between the contractor and any entity to perform a service on behalf of the contractor.

"Subcontract for childcare and development services" means a specific type of subcontract where the contractor enters into a written agreement with another entity to carry out all or part of the childcare and development services.

"Subsidized families" means eligible families who are receiving childcare and development services and on whose behalf the CDSS is providing a reimbursement, in whole or in part. (5 CCR 18074.1(d))

"Support services" means those services which, when combined with childcare and development services, help promote the healthy physical, mental, social and emotional growth of children and families. Support services include, but are not limited to: protective services, parent training, provider and staff training, transportation, parent and child counseling, child development resource and referral services, and child placement counseling. (WIC 10213.5(ae)).

"Suspension" means any removal of a child from all or part of the program day, or the prevention of a child from attending the program for one or more days, in response to the child's behavior. (WIC 10491)

"Time Out" means that a family receiving CalWORKs Stage 1 or Stage 2 childcare services becomes ineligible for Stage 1 or Stage 2 because the adult has been off cash aid for twenty-four (24) months. (5 CCR 18400(r)).

"Total contract amount" for the purposes of determining the limit of allowable administrative and program support services for Alternative Payment type programs means either the initial maximum reimbursable amount or the total of direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds, plus reimbursable administrative and support services costs, whichever is greater. (5 CCR 18013(u)).

“Total countable income” means all income of the individuals counted in the family size (5 CCR 18078(w)) including, but not limited to, the following:

- a. Gross wages or salary, advances, commissions, overtime, tips, bonuses, gambling or lottery winnings;
- b. Wages for migrant, agricultural, or seasonal work;
- c. CalWORKs cash aid;
- d. Gross income from self-employment less business expenses with the exception of wage draws;
- e. Disability or unemployment compensation;
- f. Workers’ compensation;
- g. Spousal support, child support received from the former spouse or absent parent, or financial assistance for housing costs or car payments paid as part of or in addition to spousal or child support;
- h. Survivor and retirement benefits;
- i. Dividends, interest on bonds, income from estates or trusts, net rental income or royalties;
- j. Rent for room within the family’s residence;
- k. Foster care grants, payments or clothing allowance for children placed through child welfare services;
- l. Financial assistance received for the care of a child living with an adult who is not the child’s biological or adoptive parent;
- m. Veterans’ pensions;
- n. Pensions or annuities;
- o. Inheritance;
- p. Allowances for housing or automobiles provided as part of compensation;
- q. Insurance or court settlements for lost wages or punitive damages;
- r. Net proceeds from the sale of real property, stocks, or inherited property;
or
- s. Other enterprise for gain.

"Total expenditures" means all costs for the provision of subsidized services under the contract and any nonsubsidized services which are provided in commingled classrooms. 5 CCR 18013(v).

"Variable schedule" as provided in WIC 10227.5, means a schedule in which the total number of hours worked each week is inconsistent and/or unstable from week to week. 5 CCR 18078.

"Vocational training" means an educational or job training/apprenticeship/internship program courses and/or classes leading to a recognized trade, paraprofession or profession. 5 CCR 18078.

"Unnecessarily increase the value" means an improvement of a site beyond what is required to meet California Code of Regulations, title 22, Community Care Licensing Standards 5 CCR 18013

"Unrestricted income" means income that has no restrictions regarding use by the donor, and income restricted by the donor for purposes that are not reimbursable according to the contract, including income for services to children not subsidized by the contract. 5 CCR 18013.

"Unsubsidized" or "nonsubsidized" means children or families that are not subsidized as defined above. 5 CCR 18074.1(e).

"Use allowance" means an alternate method for claiming the use of the contractor's assets as a cost when depreciation methods are not used. 5 CCR 18013(y).

"Voucher-based programs" see "Alternative payment program" definition.

"Welfare-to-work activity" means a county welfare department approved work activity, as defined above. 5 CCR 18400(s).

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: 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.
3. ASSIGNMENT: 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.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: 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.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: 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.

8. INDEPENDENT CONTRACTOR: 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.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: 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.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. 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
 - b. 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.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this 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 Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)