County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 14, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
10 August 14, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION AND ENDORSE 2012-13 MEMBERSHIP SLATE OF THE CHILD CARE PLANNING COMMITTEE (ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

Approve the annual contract from the California Department of Education (CDE) for local planning councils, which supports the work of the Los Angeles County Child Care Planning Committee (Planning Committee) and the Policy Roundtable for Child Care (Roundtable). Endorse the membership slate of the Planning Committee for 2012-13. The slate has been endorsed by the Los Angeles County Superintendent of Public Schools.

**JOINT RECOMMENDATION WITH THE CHILD CARE PLANNING COMMITTEE THAT THE BOARD:**

1. Approve and instruct the Chair to sign three copies of the attached contract (Attachment A) with the CDE in the amount of $188,799 for the period beginning July 1, 2012 through June 30, 2013. These funds will support ongoing local child development planning efforts of the Planning Committee and the Roundtable.

2. Adopt the attached Resolution (Attachment B) to authorize the Chief Executive Officer (CEO), or his designee to act as the agent for the County to execute the State and Federal Certifications regarding lobbying, debarment, suspension, and a drug-free workplace, as well as any amendments that may be deemed necessary to implement this contract.

3. Endorse the Planning Committee Membership Roster for 2012-13 as displayed in the Certification Statement Regarding Composition of LPC Membership (Attachment C) and instruct the Chair to sign two copies of the certification form.

4. Authorize the Planning Committee, with staff support from the Office of Child Care (OCC) within the Service Integration Branch of the CEO, to implement the contract.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Acceptance of this contract will support the ongoing implementation of local child development planning activities mandated in the California Education Code, Sections 8499-8499.7. These Sections of the Education Code mandate that local planning councils provide a forum for the identification of local priorities for child development services and the development of policies to meet these needs.

In addition, the Education Code requires that the County Superintendent of Schools and the Board of Supervisors appoint the Planning Committee members from the following five categories, each accounting for 20 percent of the total membership. The categories are:

1. Persons who are currently using child development services or have used them in the past 36 months;

2. Representatives of licensed family child care homes, licensed child development centers, and license-exempt child care providers;

3. Public agency representatives;

4. Community representatives who do not hold contracts with the CDE to provide child development services; and

5. Discretionary appointments.

The membership roster includes a nominee or placeholder from each Board office, meets the requirements of the Education Code, and has been approved by the Planning Committee and endorsed by the County Superintendent of Schools. The proposed membership of the Planning Committee represents the ethnic, programmatic, and geographic diversity of the County of Los Angeles. Proposed members are individuals with expertise in a variety of fields, which can contribute to the ongoing efforts to improve the availability and quality of child development services in Los Angeles County.

Formal approval of the Planning Committee contract and membership are required to comply with the Education Code, to seat new members, and to secure funding to support the ongoing work of the Planning Committee.

## Implementation of Strategic Plan Goals

The work of the Planning Committee and the Roundtable positively impacts achievement of Goal 3:Integrated Services Delivery - Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

The work of the Planning Committee includes efforts to increase the capacity of and access to quality child development, including access for children and families who use other County services, and to improve the quality of the early childhood workforce. These efforts also support the healthy development of children and the economic self-sufficiency of families.

## FISCAL IMPACT/FINANCING

Approval of this CDE contract will provide $188,799 to fund the operations of the Planning Committee, including salaries and employee benefits for staff in the OCC, data, equipment, document development, printing and distribution, and travel and training. Planning Committee members serve as uncompensated volunteers.

This contract has a maximum reimbursable amount of $188,799 and includes a Maintenance of Effort requirement (net County cost) of $64,000. Funding is included in the CEO Fiscal Year 2012-13 Budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Planning Committee has been operating under contract with CDE since 1995. The Education Code defines a number of specific tasks for local planning councils to address, including:

- Operate within the parameters of the Education Code, including the appointment of members by the Board and the County Superintendent of Schools.
    - The Planning Committee began recruiting new members in March 2012. Applications were distributed to all school districts within the County, individuals on the Planning Committee's contact lists, attendees at monthly Planning Committee meetings, and through outreach efforts of individual members. In addition, the application for membership was posted on the OCC website.
    - The membership roster reflects the Planning Committee's efforts to arrive at a body which represents the geographic, programmatic, ethnic, and cultural diversity of the County, while also complying with the mandates of the Education Code. The membership includes individuals nominated by each member of the Board of Supervisors and a representative of the County Superintendent of Schools, as well as a representative from the Los Angeles County Department of Public Social Services.
- Conduct a Countywide child care needs assessment at least once every five years.
    - The Planning Committee facilitated the creation of a data partnership with Los Angeles County Office of Education Head Start and Los Angeles Universal Preschool for the purpose of conducting a joint Countywide needs assessment. The completed needs assessment was approved by the Board in February 2012.

- Prepare a comprehensive County plan to address the issues identified in the needs assessment.

    - The Planning Committee developed, "Forging the Future: County of Los Angeles Strategic Plan for Child Care and Development 2003-2013" (Strategic Plan). This Strategic Plan was approved by the Board in September 2003 and endorsed by the Superintendent of Schools in March 2004. The Strategic Plan was revised and approved by the Board in January 2008. The Planning Committee is now undertaking the development of a new 10 year Strategic Plan for Child Care and Development for Los Angeles County which will be presented to the Board in 2013.

- Work with County Departments, in coordination with the Roundtable, to facilitate connections between child care and development services and the children of County client families.

    - The Planning Committee anticipates changes due to elements in the budget approved by the legislature and signed by the Governor for 2012-13. These changes will lead to reorganization among child care and development providers that could result in fewer spaces. The Planning Committee will work to ensure that all the funds allocated for services in Los Angeles County are fully utilized and that there is access to state-subsidized services for the children in vulnerable families served by other County Departments.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The mission of the Planning Committee is to engage parents, child care providers, allied organizations, the community, and public agencies in collaborative planning efforts to improve the overall child development infrastructure of Los Angeles County, including the quality, continuity, affordability, and accessibility of child development services for all families.

To advance its mission in the coming year, the Planning Committee will:

- Support ongoing implementation of the Steps to Excellence Program (STEP) to promote quality;

- Support implementation of Cycle 14 of the AB 212 - Investing in Early Educators Program;

- Work with a variety of local partners to continue to facilitate the expansion of child development services;

- Update the comprehensive Needs Assessment Report on Child Care and Development in Los Angeles County; and

- Complete a new Strategic Plan for Child Care and Development for the County of Los Angeles.

**CONCLUSION**

Upon approval by the Board, the following documents will require signatures:

- Attachment A – includes three complete contracts, each requiring an original signature by the Chair.
- Attachment B – includes the Resolution Forms, to be completed and signed by the Executive Officer of the Board, and
- Attachment C – includes the Certification Statements Regarding Composition of the LPC Membership, each requires an original signature by the Chair.

Completed documents should be returned to:

Office of Child Care
Service Integration Branch, Chief Executive Office
222 South Hill Street, 5th Floor
Los Angeles, CA 90012

Copies will be forwarded to CDE, as required.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

K Howell by L. Grebowski

KARLA PLEITEZ HOWELL
Chair, Child Care Planning Committee

WTF:BC:TP:LB
KMS:LAE:km

Attachments (3)

c: Executive Office, Board of Supervisors
County Counsel

ATTACHMENT A

*CALIFORNIA DEPARTMENT OF EDUCATION*
*1430 N Street*
*Sacramento, CA 95814-5901*

***F.Y. 12 - 13***

**DATE:** July 01, 2012

**CONTRACT NUMBER:** CLPC-2019
**PROGRAM TYPE:** LOCAL PLANNING COUNCIL
**PROJECT NUMBER:** 19-2419-00-2

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** LOS ANGELES COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM: By Deputy

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for support pertaining to Local Child Care Planning and Development Council (LCCPDC) priorities and activities as they relate to child care and in accordance with the Exhibit B, Local Child Care and Development Planning Council Contract Requirements (available online at http://www.cde.ca.gov/fg/aa/cd/). The Contractor's signature also certifies compliance with "General Terms and Conditions" (GTC-610/Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. Funding under this agreement cannot be spent for any expenditure prohibited by the Contract Requirements or Title 5, Division 19, California Code of Regulations. The period of performance for this contract is July 01, 2012 through June 30, 2013. Cash and/or in-kind services must be provided by meeting the Match Requirement amount identified below. The Maximum Reimbursable Amount (MRA) payable pursuant to this agreement shall not exceed $252,779.00.

Expenditures of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31 and June 30. For non-local educational agencies, expenditures for the period July 1, 2012 through June 30, 2013 shall be included in the 2012-2013 audit due the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020. The Summary of Activities Report (CD-6002), Expenditure Report (CD-6003), Certification Statement Regarding Composition of LPC Membership (CD-3020), and Revenue & Expenditure Report (CDFS/CD-9529) must all be completed and submitted in accordance with Exhibit B, Local Child Care and Development Planning Council Contract Requirements. Failure to submit these reports in a timely manner will result in a billing of the full amount of the contract.

SERVICE REQUIREMENTS: Match Requirement $64,000.00

Any provision of this contract 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 contract. Exhibit A, General Terms and Conditions attached.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| BY (AUTHORIZED SIGNATURE) | BY (AUTHORIZED SIGNATURE) |
| PRINTED NAME OF PERSON SIGNING<br>Margie Burke, Manager | PRINTED NAME AND TITLE OF PERSON SIGNING |
| TITLE<br>Contracts, Purchasing & Conference Services | ADDRESS |

| | | | | | |
|---|---|---|---|---|---|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>$ 188,779 | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs | | FUND TITLE<br>Federal | | Department of General Services use only |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT<br>$ 0 | (OPTIONAL USE) 0656 FC# 93.575 PC# 000326<br>13946-2419 | | | | |
| | ITEM 30.10.020.920<br>6110-194-0890 | CHAPTER<br>B/A | STATUTE<br>2012 | FISCAL YEAR<br>2012-2013 | |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>$ 188,779 | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 SACS: Res-5055 Rev-8290 | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | | T.B.A. NO. | B.R. NO. | |
| SIGNATURE OF ACCOUNTING OFFICER | | | DATE | | |

GTC 610

EXHIBIT A

GENERAL TERMS AND CONDITIONS

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 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).)

# *LOCAL CHILD CARE AND DEVELOPMENT PLANNING COUNCIL PROGRAM*

## *CLPC*

## *CONTRACT REQUIREMENTS*

## *July 1, 2012–June 30, 2013*

**LOCAL CHILD CARE AND DEVELOPMENT PLANNING COUNCIL PROGRAM**
**Fiscal Year 2012–13**

These are the requirements for fiscal year 2012–13. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements, and any other requirements incorporated into the contract, in addition to all other applicable laws and regulations. Any variance from this contract, the requirements, laws or regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

Any change of these requirements that are binding on the State and the contractor must be in writing, in advance, from the CDE in the form of a formal contract amendment. Any interpretation of the requirements must be in writing from the CDE and signed by the director of the CDD.

Contractors may adopt any reasonable policies relating to the program that are not in conflict with law, regulations or the terms of this contract. Those potentially affected shall be duly notified and due process, if applicable, shall be assured.

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

This contract 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* (*CFR*) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104–193, 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 Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101–508, as amended, Section 658J and 658S, and Public Law 102–586.

## I. DEFINITIONS

"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.

"Additional funds" means award of new contracts or expanded contracts that increase the contractor's level of administrative responsibility. Cost of living adjustments, rate increases and one-time-only supplemental funds (Support Contracts) are not considered to be "additional funds."

"Administrative costs" means costs incurred for administrative activities where neither the family, the child nor, if applicable, family child care home service providers directly benefit from the activity.

"Approved indirect cost plan" means that the annual agency audit does not include any management findings regarding the development or the application of the plan.
"Benefit to the State" means that the activity will improve knowledge or expertise in areas directly related to subsidized child care and development services.

"Child development fund" means the restricted fund used by the contractor to account for contract funds and related net reimbursable program costs.

"Contract period" means the time span the contract is in effect as specified in the child development contract.

"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).

"Disallowed costs" means costs which have been incurred but are not reimbursable because they are not reasonable and/or necessary for the performance of the contract as defined below or are otherwise non-reimbursable as specified in Section V.F below.

"Employment agreements" means the formal hiring documents for individuals who will accrue benefits normally afforded to contractor's staff.

"Indirect cost" means an expense that cannot be readily assigned to one specific program or one specific line item within a program.

"Indirect cost allocation plan" means a written justification and rationale for assigning the relative share of indirect costs across more than one program or contract.

"Net reimbursable program costs" means the portion of the actual and allowable net costs that are incurred in the provision of child care and development services for subsidized children.

"New contract" is a contract award to an existing contractor that is for a program type as specified in *Education Code (EC)* Section 8208(h) that is different than the child development contract(s) currently administered by the applicant.

"Private contractor" means an entity other than a public agency that is tax exempt or non-tax exempt and under contract with the CDE for the provision of child care and development services.

"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 CDE for the provision of child care and development services.

"Reasonable and necessary costs" means expenditures that, in nature and amount, do not exceed what an ordinarily prudent person would incur in the conduct of a competitive business.

"Restricted income "means income which may only be expended for specific limited purposes that would be reimbursable according to the contract.

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

## II. GENERAL PROVISIONS

A. Notification of Address Change

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

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

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

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

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

B. Notification of E-mail Contact Changes

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

1. Executive Officer
2. Program Director

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

C. Issuance and Use of Checks

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

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

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

D. Prohibition Against Loans and Advances

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

1. Subcontractors providing direct child care and development services
2. Subcontractors with subcontracts exempt from the provisions of Section IV below as specified in Section IV.A.

E. Materials Developed with Contract Funds

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

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

F. Contractor's Termination for Convenience

1. General Termination for Convenience

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

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

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

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

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

2. Changes in Laws or Regulations

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

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

G. Eligibility for Funding

A contractor is not eligible for additional funds, as defined in Section I above, if the contractor has received final notification, as specified in Section VIII.A below, that its contract has been terminated.

A contractor is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification, as specified in Section IX.A below, that:

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

H. Continued Funding

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

Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum, as specified in Section IX.C below, may not be offered a subsequent contract and shall be so notified by the CDD at least ninety (90) calendar days prior to the end of the current contract period.

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 CDD in accordance with the instructions and timelines specified in the request. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDD 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 CDD.

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 for Local Panning Councils program

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

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

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

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

board both in writing and during the board meeting where the transaction is being discussed.

2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

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

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

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

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by 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 subdivision (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.

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

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 (general) and Federal funds

will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

M. Uniform Complaint Procedures (*5CCR* sections 4600–4687)

The *5CCR* Section 4610 authorizes the CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CalWORKs State 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped, and State Preschool complaints under the UCP procedures. For additional general information on Uniform Complaint Procedures, contact the Categorical Programs Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 N Street, Suite #5408, Sacramento, CA 95814; telephone 916–319–0929, or visit our Web site at http://www.cde.ca.gov/re/cp/uc/.

## III. FACILITIES AND EQUIPMENT

A. Depreciation and Use Allowance

Taxes, insurance and maintenance may be claimed as part of actual and allowable costs for buildings or building improvements related to the child development program and equipment necessary for the operation of the program. Within the limits specified below, depreciation or use allowance may also be claimed. 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. A use allowance shall not be claimed on land or assets purchased with contract funds or on assets for which depreciation has been claimed.

Depreciation is a cost in the current fiscal year based on acquisition costs, less any estimated residual value, computed on a straight line method from the original date of acquisition (based on the normal, estimated useful life expectancy of the asset). 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.

A use allowance is the alternate method for compensation when depreciation costs are not claimed. The use allowance for buildings and improvements is computed at an annual rate not to exceed two percent (2%) of acquisition costs. 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.

B. Capital Outlay

Capital outlay expenditures are those that result in the acquisition of or additions to capital assets. Capital outlay expenditures are subdivided into two categories:

1. Sites and improvement of sites; buildings; improvement of buildings; building fixtures; and services systems

2. Equipment which includes personal property of a relatively permanent nature and/or of significant value. (See the California School Accounting Manual for categorization of various items)

Capital outlay expenditures for category (1) are only reimbursable as depreciation or use allowance. Capital outlay expenditures for licensable facilities in the community served by the program are reimbursable as lease payments, down payments, payments of principal and interest on loans incurred to acquire, rehabilitate or construct licensable facilities as long as the costs do not exceed fair market rents existing in the community in which the facility is located. A fair market rental estimate must be obtained from an independent appraiser, licensed by the California Office of Real Estate Appraisers. In addition, to be reimbursable, interest paid on private sector debt for the purchase, lease-purchase, repair or renovation of child care and development facilities owned or leased by contractors providing center-based care must not exceed interest calculated using a fair market rate of interest.

To be reimbursed as direct costs, prior written approval by the CDD is required to acquire, rehabilitate, improve, or construct licensable depreciation and use allowance, as provided in Section III.A above.

Title to real property acquired in whole or part with state child care and development (CD) funds shall vest in the contractor subject to the condition that the contractor shall use the real property for the authorized purpose of the CD program as long as it has a contract with the CDE/CDD and shall not encumber the property without the prior written approval of the CDD. 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. When the real property is no longer needed for the purpose of any CDD program, the contractor shall request disposition instructions from the CDD, which shall observe one of the following three disposition instructions:

1. The CDD may permit the contractor to retain title without further obligation to the CDD after the contractor compensates the CDD for that percentage of the current fair market value of the property, net of reasonable and necessary selling costs, attributable to the CDD's share of the acquisition cost.

2. The contractor may be directed to sell the property under guidelines provided by the CDD and pay the CDD for that percentage of the current fair market value of the property, net of reasonable and necessary felling and fix-up costs, attributable to the CDD's share of the acquisition cost.

3. The contractor may be directed to transfer title to the property to the CDE 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.

C. Equipment Bidding and Approval Requirements

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

In addition, the following requirements apply:

1. Private agencies:

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

2. Public agencies:

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

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

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

Equipment replacement and lease-purchase agreements are subject to the above requirements. An inventory of all equipment shall be maintained

D. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must

be taken at least every two years and reconciled with property records. 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.

E. Title, Use, Disposition and Retention

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

## IV. SUBCONTRACTS

A. Subcontracts Excluded from Requirements of this Section

The following types of relationships are not subject to the requirements contained in Section IV:

1. Employment agreements
2. Facility rental or lease agreements
3. Medical or dental service agreements
4. Bookkeeping/auditing agreements, except for Section IV.B
5. Janitorial and grounds keeping agreements
6. A subcontract with a public agency
7. Subcontracts with an individual for less than ten thousand dollars ($10,000), except for Section IV.B.

However, no subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.

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.

B. Bids for Subcontracts

Private contractors shall obtain at least three (3) bids or estimates for subcontracts that exceed five thousand dollars ($5,000). The subcontract shall be awarded to the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the private contractor shall:

1. Maintain documents in its records that establish the reasons why three (3) bids or estimates could not be obtained
2. The reasonableness of the proposed expenditure without three (3) bids or estimates

Subcontracts subject to the approval of the CDD shall be rebid at least once every three (3) years or more often if specified by the CDD in its annual approval of the subcontract. Public agencies shall award subcontracts in accordance with the *Public Contract Code*. The contractor shall not split subcontracts to avoid competitive bidding requirements. Subcontracts for direct child development services between a public agency contractor and a private subcontractor are exempt from bidding but not from advance approval by the CDD if they are for ten thousand dollars ($10,000) or more.

C. Prior Child Development Division Approval

If directed by CDD, contractors will obtain prior written approval from the CDD for subcontracts of ten thousand dollars ($10,000) or more that are otherwise not excluded from the provisions of Section IV.A above.

Prior to execution of a subcontract and commencement of work, the contractor shall submit two (2) copies of the proposed subcontract to the CDD 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 CDD when requesting approval. If three (3) bids were not obtained, the contractor shall provide written justification when the subcontract is submitted to the CDD for prior approval. Contractors shall demonstrate that approval of the subcontract is cost effective to the State. For proposed renovation and repair 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. Requests for approval of subcontracts for transportation services shall include a Certificate of Insurance for 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.

One copy of the subcontract will be retained by the CDD and the other copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt of all required documents. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDD 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 X. below.

The State does not assume any responsibility for performance of approved subcontracts nor does the State assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.

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.

D. Required Subcontract Provisions

Every subcontract shall specify:

1. The dates within which the subcontractor is to perform the contract. 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
2. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount
3. The service(s) to be provided under the subcontract
4. The responsibilities of each party under the subcontract
5. That 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 or employees or agents of the State of California
6. That modifications of the subcontract shall be in writing, and that for subcontracts in excess of the amount stated in the annual child development contract, prior written CDD approval is required unless the subcontract is otherwise exempt from prior CDD approval
7. That 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. Remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars ($10,000)
9. That the State of California retains title to any equipment or supplies purchased with State funds and that 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 CDD for any unit of equipment that costs in excess of seven thousand five hundred dollars ($7,500)
10. That the subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDE's non-represented

employees computed in accordance with State Department of Personnel Administration regulations, Title 2 California *Code of Regulations*, Subchapter 1

11. That 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 management and/or direct service subcontracts, 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 Title 2 California *Code of Regulations*, Chapter 5, Section 8107

E. Recommended Subcontract Provisions

The following items are suggested for inclusion in subcontracts to protect the interests of the contractor:

1. Funding of the subcontract should be made subject to the appropriation and availability of funds from the State.
2. 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.
3. 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.
4. Unless exempt from CDD approval above, 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 CDD, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the State.
5. 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.

F. Audit Requirements for Subcontracts

Subcontracts for management and/or direct services shall be audited in accordance with the CDE Audit Guidelines. The cost of the audit shall be reimbursable and shall be borne by the contractor either directly or as an allowance in the subcontract. The audit of the subcontract shall be submitted to the A&I along with the contractor's audit as specified in Section VI.E below.

## V. COSTS , EARNINGS AND REIMBURSEMENTS

### A. Reasonable and Necessary Costs

Contractors will be reimbursed for actual costs that are reasonable and necessary to the performance of the contract as defined in Section I above. The funds apportioned by CDE to the LPC must be used to supplement and not supplant any local efforts to increase collaboration of child care agencies and children's service interest groups that may already be in place.

### B. Indirect Costs

If indirect costs are claimed, an indirect cost allocation plan must be on file with the contractor and available for review by the CDD and auditors. The maximum indirect cost rate is eight percent (8%). This rate is applied to budget categories 1000–5000 only in determining the maximum amount of indirect costs that are reimbursable under the contract. School districts and county offices of education shall use the CDE approved rate if it is less than eight percent (8%).

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.

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

### C. Administrative Costs

Contractors may claim costs as defined in Section I above which are related to the administration of the child care and development programs. Reimbursement of administrative costs shall not exceed fifteen percent (15%) of net reimbursable program costs or actual administrative costs, whichever is less. 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.

### D. Costs for Travel and Per Diem

Contractors and subcontractors shall be reimbursed for travel and per diem expenses at rates not exceeding those amounts paid to the CDE's non-represented employees computed in accordance with State Department of Personnel Administration regulations, Title 2 California *Code of Regulations*, Subchapter 1. Contractors with collective bargaining agreements allowing higher rates of reimbursement shall not pay the difference out of contract funds. The CDD shall notify the contractor of a change in expense rates within thirty (30) calendar days after the CDD has received notification of a change in rates from the State Department of Personnel Administration.

Contractors shall be reimbursed for out-of-state travel expenses only with prior written approval from the CDD. The CDD shall not approve out-of-state travel expenses:

1. For more than one employee per contract per year
2. For contractors with delinquent accounts payable which are delinquent more than ninety (90) calendar days after the date of the original invoice
3. For contractors on conditional status
4. When there is no clear benefit to the State
5. When the benefit to the State can be obtained within California

The CDD 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 Section X below.

E. Specific Items of Reimbursable Costs

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

1. Administrative costs as specified in Section V.C above
2. Employee compensation, including fringe benefits, and personal service contracts
3. Equipment and equipment replacement with prior CDD approval if required in Section III.C above
4. Taxes, insurance, and maintenance for building and/or equipment
5. Depreciation based on the useful life of an asset in accordance with Section III.A above.
6. A use allowance for buildings and improvements in accordance with Section III.A above
7. Travel and per diem expenses, including approved out-of-state travel, in accordance with Section V.D above
8. An indirect cost rate based on an approved indirect cost plan, in accordance with Section V.B above

F. Non-reimbursable Costs

The following costs shall not be reimbursable under the child 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 incurred after the contract has been terminated
6. Fund raising costs
7. Consumer interest 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 CDD
b. When interest is part of a lease purchase agreement

8. Investment management costs
9. Costs of organization of a nonprofit corporation such as incorporation fees or consultant fees
10. Public relations consultant fees
11. Costs of legal, consulting and accounting services incurred in prosecution of claims against the State
12. State and federal income taxes
13. Bonuses unless part of a collective bargaining agreement
14. Compensation to the members of the board of directors except for:

    a. Reimbursement for travel and/or per diem, computed in accordance V.D above, incurred while the members are conducting business for the organization
    b. As provided in the *Corporation Code*, Section 5227, et seq.

15. Costs of subcontracts which increase the contractor's cost or subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-costs
16. Costs incurred in prior or future years

G. Charging of Expenditures

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.

H. Recoup Advanced Contract Funds

The CDE shall recoup any payments made for costs which were not reasonable and necessary. The amount that is 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 CDE may elect to recover any costs of recoupment, including collection services or attorney fees.

I. Determination of Reimbursable Amount

Contractors shall be reimbursed for an audited claim that is the least of the following:

1. The maximum reimbursable amount as stated in the annual child development contract
2. The actual and allowable net costs

J. Reduction, Withholding, and Canceling Apportionments to Contractors

The CDE shall reduce, withhold or cancel any scheduled apportionment when one 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 reports required by Section VI below on or before the date due.
3. The contractor will not earn the full contract amount based on the current year projected net reimbursable program costs as determined by the CDFS.
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 CDE; and
    b. not under appeal as specified in either Section VIII.A or Section X below.

If any apportionment is to be reduced, withheld or cancelled, the CDE shall provide the contractor prior written notice of the intended action.

K. Order of Expenditure

Expenditure from the Child Development Fund established pursuant to Section VI.B below 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 CDE shall be second in and second out.
3. Interest received on advanced contract funds shall be last in and last out.

## VI. ACCOUNTING AND REPORTING REQUIREMENTS

A. General Requirements

Contractors shall follow the accounting procedures specified in the most recent edition of the *California School Accounting Manual.* Contractors shall report expenditures on an accrual basis.

B. Child Development Fund and Interest Bearing Accounts

All contractors shall establish a fund to be known as the "Child Development Fund" as specified in *EC*, Section 8328, 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.

If the contractor places advanced contract funds in an interest bearing account, the interest bearing account shall be a separate account within the Child Development Fund. Interest earned shall be retained by the contractor if it is expended on reimbursable costs.

C. General Record Keeping Requirements

All records shall be retained for a minimum period of five (5) years. 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.

If the contractor has more than one CDE program, then the method used to allocate administrative costs must be documented.

If an individual is multi-funded on a time accounting basis, then the individual's time sheet must indicate the actual amount of time spent in each program per day.

State employees or representatives shall be allowed access to all program related or fiscal records during normal work hours.

D. Other Report Data

Contractors shall submit statistical, cost and program data as requested by the CDE in order for the CDE to prepare various legislatively mandated reports, to meet state and federal reporting requirements and for the effective administration of child care and development programs.

Contractors submitting data to the CDE 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 CDE.

Contractors shall submit complete, accurate data to the CDE by the data specified, and as specified, in the CDE'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 V.J. above.

E. Annual Financial and Compliance Audits

Contractors shall submit to the CDE's A&I an acceptable annual financial and compliance audit. All audits shall be performed by:

1. A Certified Public Accountant who possesses a valid license to practice within the State of California
2. A Public Accountant licensed on or before December 31, 1970 and currently certified and licensed by the State of California
3. A member of the CDE's staff of auditors

4. Public agencies may have their audits prepared by in-house auditors if the public contractor has 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.

Non-school district contractors shall submit the audit for the 2011–12 contract periods by the 15th day of the fifth month following the end of the contractor's fiscal year, or earlier if specified by CDE (audits of community college districts shall be submitted by December 31, 2012). 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 there is evidence of fraud or other violation of state law in connection with the contract.

In addition to the audit required by the preceding paragraph, non-school district contractors shall also submit an audit for the current year's contract period by the 15th day of the fifth month following the end of the contractor's fiscal year, or earlier if specified by the CDE, unless the contract is terminated during the contract period, in which case the audit required under this paragraph shall cover the period from the beginning of the contract through the date of termination.

The audits for school districts and county offices of education for FY 2011–12 shall be submitted to the State Controller and the A&I by December 15, 2012 in accordance with *EC* Section 41020 and extensions shall only be granted in accordance with *EC* Section 41020.2.

Private agencies (including proprietary entities) that expend $500,000 or more in total federal funds are required to have an Organization Wide Audit (OWA) performed in accordance with OMB Circular A–133 and the "Guide for Auditing Child Development, Nutrition and Adult Education Programs (Audit Guide)" prepared by A&I. Governmental and other public agencies (excluding school districts, county offices of education and community college districts) must comply with the requirements of OMB Circular A–133 and the CDE's "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 CDE's "Audit Guide."

Management subcontracts shall be audited in accordance with the requirements stated in Section IV.F above.

F. Review of Audit by the CDE's Audits and Investigations Division

The A&I shall conduct a review of the audit to determine whether the audit is acceptable and to determine the contractor's net reimbursable program costs. The A&I's determination of earnings shall be the final accounting of any amount payable to or receivable from the contractor pursuant to the contract.

The contractor may appeal the A&I's findings according to the procedures specified in Section VIII.A below if the amount of the demand for remittance meets or exceeds the threshold specified in *EC* Section 8402(c).

G. Delinquent Audits and One-Time-Only Extensions

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 as specified in Section V.J above.

Except for contractors on conditional status, the A&I may 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.

Contractors shall be liable for all CDE costs incurred in obtaining an independent audit if the contractor fails to produce or submit an acceptable audit.

H. Bureau of State Audits

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

## VII. CONTRACT CLASSIFICATIONS

A. Clear Status

Contractors that are in full compliance with applicable laws, regulations and contract provisions are awarded clear contracts.

B. Provisional Status

New contractors and contractors with new contracts shall be on "provisional" status (stamped on the face sheet of the contract) for a period of not less than twelve (12) months. Contractors on provisional status shall submit monthly fiscal reports to the CDFS.

C. Conditional Status

Contractors receiving "conditional" contracts (stamped on the face sheet of the contract) shall be on conditional status until the CDE issues a contract rider formally clearing the contract as specified in Section IX.D below. While on conditional status the contractor shall submit monthly fiscal reports to the CDFS. The first monthly report shall include a current inventory of equipment purchased in whole or in part with contract funds.

## VIII. TERMINATION, SUSPENSION AND MAJOR REDUCTIONS IN CONTRACT PAYMENTS

### A. Independent Appeal Procedures

Pursuant to the requirements of *EC* sections 8400 through 8409, an independent appeal procedure shall be available to any contractor whose contract is terminated or suspended, or whose total reimbursable contract amount is reduced by four percent (4%) or twenty-five-thousand dollars ($25,000), whichever is less. 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, described below in Section VIII.B.

Termination or suspension of a contract during the contract period may occur when:

1. A contractor fails to correct items of fiscal or programmatic noncompliance within six (6) months of receiving a conditional contract which includes an addendum stating the specific items of noncompliance and the corrective actions necessary to come into compliance; or
2. A contractor engages in serious misconduct posing an immediate threat to health and safety or to State funds for any of the reasons listed in *EC* Section 8406.7; or
3. A contractor fails or refuses to make available for examination or copying by an authorized employee of the California Department of Education any records or documents that the contractor is required to retain, upon request by that employee to examine or copy such records or documents; or
4. A contractor refuses to permit an authorized employee of the California Department of Education to enter a facility operated by the contractor during the days and/or hours of operation on file with the California Department of Education, for the purpose of reviewing administrative operations of the contractor or for observing child care and development services provided by the contractor.

Any action by the CDD to terminate or suspend a contract or to reduce the total reimbursable contract amount, as stated in *EC* Section 8402(a) through (c), shall be preceded by a notice stating the specific reasons for the action and describing the contractor's appeal rights. If the action is appealed, a copy of this information shall also be submitted to the OAH.

Unless the termination or suspension is for reason(s) specified in *EC* Section 8406.7 or imminent danger to the health and welfare of children, the contractor may continue to operate during the appeal process.

B. Formal Appeals Procedures

1. Appeal Petition

The contractor may contest the noticed action by filing an appeal petition by registered mail with the CDD requesting a hearing before the OAH, not later than fifteen (15) calendar days from the service of the notice of action. The petition shall include:

a. A clear, concise statement of the action being appealed
b. The reasons the action is unwarranted
c. Any written documentation in support of the appeal

2. Hearing

If the contractor requests a hearing, it will be held within thirty (30) calendar days of receipt of the petition by the CDD, 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 State and the contractor during the hearing. The hearing will be recorded. The hearing officer may continue hearings, if deemed necessary.

3. 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.

4. Request for Additional Written Materials on File at CDE

Contractors may request, in writing, any public documents on which the CDE intends to rely from the CDE files at a cost of six (6) cents per page, payable in advance. The CDE will mail the material requested not later than ten (10) days from the receipt of the request.

C. Contractor's Responsibility After Notice of Termination

After receiving notice of the CDD'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 CDD all of the following:

1. A current inventory of equipment purchased in whole or in part with contract funds
2. The names, addresses and telephone numbers of all staff members funded by the contract

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

## IX. CONTRACT STATUS CHANGE PROCEDURES

### A. Administrative Review of Changes in Contract Status

Contract performance shall be reviewed at least annually by CDD 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.

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.

If the contractor disagrees with the proposed action, the contractor's response shall be received by the CDD 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.

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 CDD within seven (7) calendar days of receipt of the contractor's response. The review panel will consist of representatives of CDD management, the CDFS and CDE's Legal Office, A&I and Contracts Office and a representative of a child care and development service provider familiar with the type(s) of program(s) operated by the contractor.

Upon review of the written submissions, the panel will do one of the following:

1. Issue a final decision upholding or modifying the proposed change in status if no oral presentation has been requested
2. Schedule a time and place for an oral presentation by the contractor
3. Issue a final decision to not change the contract status

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.

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.

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 CDE with regard to that contract.

B. Conditional Status Imposed During the Contract Period

If the contractor demonstrates fiscal or programmatic noncompliance during the contract period, based on such information as an annual audit report, a contract compliance review, a program quality review, or a change in licensing status, the CDD may place the contract on conditional status for the remainder of the contract period.

The contractor shall receive notice and may request an administrative review of the proposed action as set forth in Section IX.A above, in the event such a change in contract status is recommended by staff of the CDD.

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.

C. Conditional Status Addendum

A conditional status contract shall contain a bill of particulars as specified in *EC* Section 8406.6 called a Conditional Status Addendum explaining the contract conditions. The Addendum shall include the following:

1. The specific item(s) of noncompliance which the contractor must correct
2. The specific corrective action(s) which must be taken
3. The time period within which the contractor must complete the corrections
4. Notice that failure to make required corrections will result in termination of the contract or no offer of continued funding

If the contractor is placed on conditional status during the contract period a Conditional Status Addendum will be issued by the CDE and the Conditional Status Addendum shall be considered a part of the annual child development contract and binding on the contractor.

D. Duration of Conditional Contract Status

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. A contractor with a repayment plan shall remain on conditional contract status and not receive any apportionments until full repayment is made.

A contractor on conditional contract status that is not on a repayment plan shall remain in that status until:

1. The CDE issues written notice to the contractor that the conditional status has been cleared;
2. The contractor is issued a clear contract; or
3. The contract terminates according to its terms

A contractor may request written verification from the CDD that some of the deficiencies have been corrected even if the contractor will not be removed from conditional contract status.

## X. RESOLUTION OF CONTRACT ADMINISTRATION DISPUTES

The procedure specified in this Section shall be used to resolve disputes between contractors and the CDE 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 under Section VIII.A above.

The contractor shall attempt to resolve contract disputes at the lowest staff level within the CDE. 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 Regional Administrator of the CDD having jurisdiction over the contractor's service delivery area. The Regional Administrator 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 by the Regional Administrator.

The contractor may appeal the decision of the Regional Administrator to the Assistant Director of the CDD by submitting a written description of the issues in dispute, and a copy of the Regional Administrator's decision. The Assistant Director of the CDD 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 Assistant Director. The decision of the Assistant Director of the CDD shall be the final administrative action afforded the contractor.

## XI. PROGRAM REQUIREMENTS

It is the intent of the Legislature that local child care and development planning councils shall provide a forum for the identification of local priorities for child care and the development of policies to meet the needs identified within those priorities (*EC*, Section 8499.3). It is further the intent of the Legislature that communities implementing new programs or initiatives connect with existing program strategies and build upon existing local collaboratives, when possible, to provide a unified integrated system of service for children and families (*EC*, Section 54744)

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent.

A. Responsibilities of the County Board of Supervisors (CBS) and County Superintendent of Schools (CSS)

Pursuant to statutes, *EC*, sections 8499.3 and 8499.5, both county boards of supervisors (CBS) and county superintendents of schools (CSS) are mandated to be involved in the local child care planning process. Specifically, the CBS and CSS are directed to:

1. Appoint members to the LPC according to the guidelines prescribed in statute;
2. Publicize their intention and invite local organizations to submit nominations before selecting the members;
3. Establish the term of appointments for the members of the LPC;
4. Approve the priorities that are developed by the LPC for submission to the California Department of Education (CDE), for new state and federal child care funding for the county;
5. Approve the results of the needs assessment developed by the LPC prior to submission to the CDE;
6. Identify member(s), as prescribed in *EC*, Section 8499.5, to serve as part of the team that reviews and scores contract child care service applications submitted to the CDE.

B. Membership of the Local Planning Council (LPC)

The statute provides guidelines for the composition of the LPC membership and how appointments are made. The statute specifically requires that every effort should be made by the appointing agencies to assure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county. Members shall be appointed from each of the five following categories of representation:

1. 20 percent consumers, defined as a parent or person who receives, or who has received within the past 36 months, child care services.
2. 20 percent child care providers, defined as a person who provides child care services or represents persons who provide child care services.
3. 20 percent public agency representatives, defined as a person who represents a city, county, city and county, or local education agency.
4. 20 percent community representatives, defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider and does not represent an agency that contracts with the CDE to provide child care and development services.
5. The remaining 20 percent are to be appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.

The CBS and CSS are each to appoint one-half of the LPC members. In the case of uneven membership, both appointing entities will agree on the odd-numbered appointee.

No member of the LPC shall participate in a vote if he or she has a proprietary interest in the outcome of the matter.

The LPC is required to adhere to the requirements in the Ralph M. Brown Act; *Government Code,* sections 54950–54963, in the conduct and public notification of LPC meetings scheduled.

C. LPC Responsibilities

When legislation does not identify specific target populations or geographic areas to be served in allocating expansion funds, the CDD will use the LPC priorities for the purpose of allocating new state and federal funds within each county. Priorities shall be submitted in accordance with *EC,* Section 8499.5. The LPC shall meet the requirements of Section 8499.5 of the Education Code to the extent feasible and to the extent data is readily accessible.

The priorities shall be identified in a manner that ensures that all child care needs in the county are met to the greatest extent possible. To accomplish this, the LPC shall do all of the following:

1. Elect a chairperson.
2. Employ, as a LPC Coordinator, a staff person, as funding permits. The staff person shall assist the LPC in meeting the mandates set forth in Title 1, Division 1, Part 6, Chapter 2.3 of the *EC.*
3. Conduct an assessment of child care needs at least once every five years, as funding permits. The needs assessment shall meet the requirements as specified in *EC*, Section 8499.5(b).
4. Document information gathered during the needs assessment which shall include, but need not be limited to, data on supply, demand, cost, and market rates for each category of child care in the county.
5. Submit the results of the needs assessment and the local priorities identified by the LPC to the CBS and CSS for approval before submitting them to CDE.
6. Prepare a comprehensive countywide child care plan designed to mobilize public and private resources to address identified needs.
7. Encourage public input in the development of the LPC priorities. Opportunities for public input shall include at least one public hearing during which members of the public can comment on the proposed priorities.
8. Conduct a periodic review of child care programs funded by the CDE and CDSS to determine if identified priorities are being met.
9. Collaborate with all interested parties, including but not be limited to, subsidized and non-subsidized child care providers, county welfare departments, human service agencies, regional centers, job training programs, employers, integrated child and family service councils, local and state children and families commissions, parent organizations, early start family resource centers, family empowerment centers on disabilities, and local child care

resource and referral programs, to foster partnerships designed to meet local child care needs.

10. Facilitate community-based efforts to coordinate part-day programs, including state preschool and Head Start, with other child care and development services to provide full-day, full-year child care and development services based on guidelines and funding models approved by state and federal agencies.
11. Develop and implement a training plan to provide increased efficiency, productivity, and facilitation of LPC meetings.
12. Report significant activities and challenges quarterly and complete an annual self-evaluation review by November 15, and submit reports and the annual self-evaluation review to CDD.

D. 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 face sheet. This amount must be reported on the CDFS 9529, Expenditure and Revenue Report Form in Section I–Revenue under Match Requirement.

E. Reporting Requirements and Other Critical Dates

The following is a listing of required activities and due dates that the contractor must adhere to during the contract period. Failure to comply with these requirements may be considered a noncompliance issue and subject the contractor to possible termination of the contract.

**Activities Timeline**

| **Report/Activity** | **Due Date** | **Reporting Period** |
|---|---|---|
| Fiscal Plan/Yearly Budget<br><br>Annual Self-Evaluation Report | September 20, 2012<br><br>November 15, 2012 | Fiscal Year 2012–13 |
| CD–6002–Annual Summary of Activities Report | July 20, 2013 | Jul. 1, 2012–Jun. 30, 2013 |
| CDFS–9529–Submit Quarterly Revenue and Expenditure Reports | **1st Qtr**: October 20, 2012<br>**2nd Qtr**: January 20, 2013<br>**3rd Qtr**: April 20, 2013<br>**4th Qtr**: July 20, 2013 | Jul. 1, 2012–Sep. 30, 2012<br>Oct. 1, 2012–Dec. 31, 2012<br>Jan. 2, 2013–Mar. 31, 2013<br>Apr. 1, 2013–Jun. 30, 2013 |

| | | |
|---|---|---|
| CD–3020–Certification Statement Regarding Composition Of LPC Membership | January 15, 2013 | |
| Changes to:<br>• bylaws<br>• previously submitted needs assessments<br>• comprehensive countywide child care plan | Within 4 weeks after approval | |
| Attend periodic Technical Support Meetings (LPC Coordinator Meetings) | October 2011<br>February 2013<br>May 2013 | Times and locations will be announced |
| CD–3022–LPC County Priorities Report | May 30, 2013 | For use in allocating 2012–13 Expansion Funding |

The **Expenditure and Revenue Report Form (CDFS–9529)** shall be submitted directly to your assigned fiscal analyst (http://www.cde.ca.gov/fg/aa/cd/faad.asp) at:

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

The **Revised Annual Program Activities Report (Revised CD 6002)** may be submitted electronically and the **Annual Self-Evaluation Review Documents** must be submitted by **November 15th** to: lparfitt@cde.ca.gov

All other reports shall be submitted to:

California Department of Education
Child Development Division
Attn.: Linda M. Parfitt, Consultant
1430 N Street, Suite 3410
Sacramento, CA 95814

If you have questions regarding these program requirements, please contact Linda Parfitt, LPC Program Coordinator, CDE/CDD, by phone at 916–323–2133 or by email at lparfitt@cde.ca.gov.

# RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.**

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RESOLUTION

BE IT RESOLVED that the Governing Board of County of Los Angeles, Board of Supervisors

authorizes entering into local agreement number/s CLPC - 2019 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| NAME | TITLE | SIGNATURE |
|---|---|---|
| William T. Fujioka | Chief Executive Officer | |
| | | |
| | | |

PASSED AND ADOPTED THIS 14 day of August 2012-13, by the Governing Board of County of Los Angeles Board of Supervisors of Los Angeles County, California.

I, SACHI A. HAMAI, Clerk of the Governing Board of County of Los Angeles Board of Supervisors, of Los Angeles, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Sachi A. Hamai
(Clerk's signature)

AUG 14 2012
(Date)

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By Sachelle Smitherman, Deputy

# FEDERAL CERTIFICATIONS

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

222 S. Hill Street, 5th Floor

Los Angeles, CA 90012

Check [ ] if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

| NAME OF APPLICANT (CONTRACT AGENCY) | CONTRACT # |
|---|---|
| County of Los Angeles | CLPC - 2019 |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| William T. Fujioka | |
| SIGNATURE | DATE |

CCC-307

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| *Contractor/Bidder Firm Name (Printed)* | *Federal ID Number* |
|---|---|
| County of Los Angeles | 95-6000927 |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | |
| William T. Fujioka, Chief Executive Officer | |
| *Date Executed* | *Executed in the County of* |
| | Los Angeles |

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

California Department of Education
Child Development Division
Form CD-3020 (Rev 07/03)

# CERTIFICATION STATEMENT
# REGARDING COMPOSITION OF LPC MEMBERSHIP

**Return to:**
California Department of Education
Child Development Division
Local Planning Council Team
1430 N Street, Suite 6308
Sacramento, CA 95814

**Due Date:**
**Annually on January 20**

Please complete all information requested below:

| County Name: Los Angeles | County Coordinator Name and Telephone Number: Laura Escobedo 213 974-4102 |
|---|---|

| Membership Categories | | |
|---|---|---|
| 20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.) | | |
| Name of Representative | Address/Telephone Number | Appointment Date and Duration |
| Michele Morse | 24930 Avenue Stanford<br>Santa Clarita CA 91355 | September 2012-August 2015 |
| Andrea Joseph | 2681 Maceo Street<br>Los Angeles, CA 90065 | September 2012-August 2015 |
| Pat Mendoza | 4161 147th Street<br>Lawndale, CA 90260 | September 2012-August 2013 |
| Dianne Hackett | 606 S. Olive Street<br>Los Angeles, CA 90014 | September 2012-August 2015 |
| Ann Oshira | 100 S. Los Robles Street<br>Pasadena, CA 91101 | September 2012-August 2013 |
| Norma Amezcua | 972 Goodrich Blvd.<br>Commerce, CA 90022 | September 2012-August 2013 |
| Jennifer Kuida | 231 E. 3rd Street<br>Los Angeles, CA 90013 | September 2012-August 2015 |
| Terri Hess | 888 S. Figueroa Street<br>Los Angeles, CA 90017 | September 2012-August 2015 |
| Rosemary Melendez | 2111 Pine Street<br>Rosemead, CA 91770 | September 2012-August 2015 |
| Lia Doron Mizrahi | 23001 Strathern Street<br>West Hills, CA 91304 | September 2012-August 2015 |
| 20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.) | | |
| Name of Representative | Address/Telephone Number | Appointment Date and Duration |
| Lisa Wilkin<br>Child Development Consortium of LA | 315 W. 9th Street<br>Los Angeles, CA 90015 | September 2012-August 2015 |
| Ofelia Aguilar<br>FCC | 1637 Maxson Road<br>South El Monte, Ca 91733 | September 2012-August 2015 |

| | | |
|---|---|---|
| Rachelle Pastor Arizmendi<br>PACE Head Start | 1055 Wilshire Blvd.<br>Los Angeles, CA 90017 | September 2012-August 2015 |
| Adrienne Schoen Gunn<br>USC Child Development Program | 2716 Severance Street<br>Los Angeles, CA 90089 | September 2012-August 2013 |
| Holly Reynolds<br>Fairplex Child Development Center | 1101 W. McKinley Street<br>Pomona, CA 91768 | September 2012-August 2014 |
| Bonnie Poompan<br>Preschool on the Hill | 13906 Dittmar Drive<br>Whittier, CA 90605 | September 2012-August 2015 |
| Darlene Cabrera<br>La Casita Verde | 4601 N. Figueroa Street<br>Los Angeles, CA 90065 | September 2012-August 2015 |
| Gregory Uba<br>Community Development Center, Inc. | 23734 S. Main Street<br>Carson, CA 90745 | September 2012-August 2015 |
| Nikki Zomorodi<br>Beverly Hills Presbyterian Preschool | 505 N. Rodeo Drive<br>Beverly Hills, CA 90210 | September 2012-August 2015 |
| Nellie Walker<br>Plaza De la Raza | 9035 Duarte Road<br>San Gabriel, CA 91775 | September 2012-August 2015 |
| 20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.) | | |
| Name of Representative | Address/Telephone Number | Appointment Date and Duration |
| Judy Sanchez<br>LACOE | 9300 Imperial highway<br>Downey, CA 90242 | September 2012-August 2015 |
| Peggy Sisson<br>City of Pasadena | 1020 N. Fair Oaks Avenue<br>Pasadena, CA 91103 | September 2012-August 2014 |
| Julie Taren<br>City of Santa Monica | 1685 Main Street<br>Santa Monica, CA 90401 | September 2012-August 2013 |
| Sandra Parvis<br>El Camino College | 16007 Crenshaw Blvd.<br>Torrance, CA 90506 | September 2012-August 2014 |
| Nurhan Prirm<br>Los Angeles County Department of Public Social Services | 12820 Crossroads Pkwy.<br>City of industry, CA 91746 | September 2012-August 2015 |
| Elizabeth Hodges<br>Rowland USA | 1604 Morning Sun Avenue<br>Walnut, CA 91744 | September 2012-August 2015 |
| Patricia Moreno<br>Temple City USD | 14521 Clark Street<br>Baldwin Park, CA 91706 | September 2012-August 2015 |
| Ana Campos<br>Los Angeles County Office of Education Head Start | 10100 Pioneer Blvd.<br>Santa Fe Springs, CA 90670 | September 2012-August 2015 |
| Alan Wu<br>Los Angeles County Department of Public Health | 313 N. Figueroa Avenue\Los Angeles, CA 90012 | September 2012-August 2015 |
| Lena Ward<br>Los Angeles County Department of Children and Family Services | 12440 E. Imperial Highway<br>Norwalk, CA 90650 | September 2012-August 2015 |

| Membership Categories | | |
|---|---|---|
| 20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.) | | |
| Name of Representative | Address/Telephone Number | Appointment Date and Duration |
| Ofelia Medina<br>Alliance for a Better Community | 350 S. Bixel Street<br>Los Angeles, CA 90017 | September 2012-August 2015 |
| Karla Pleitez Howell<br>Public Counsel | 610 S. Ardmore Avenue<br>Los Angeles, CA 90005 | September 2012-August 2015 |
| Kathleen Pompey<br>SCAEYC | 12113 Parise Drive<br>Whittier, CA 90604 | September 2012-August 2013 |
| Atalaya Sergi<br>Jump Start | 3450 Wilshire Blvd.<br>Los Angeles, CA 90010 | September 2012-August 2013 |
| Debra Colman<br>Families in Schools | 1545 Wilshire Blvd.<br>Los Angeles, CA 90017 | September 2012-August 2013 |
| Diana Pinto<br>South Central LAMP | 892 E. 48th Street<br>Los Angeles, CA 90011 | September 2012-August 2014 |
| Edilma Cavasos<br>WestED PITC | 843 Morada Drive<br>Altadena, CA 91001 | September 2012-August 2015 |
| Judy Laureano<br>Santa Monica Child Care & Early Education Task Force | 2701 Ocean Park Blvd.<br>Santa monica, CA 90405 | September 2012-August 2015 |
| Leora Riley<br>Friends of the Angelus Mesa Public Library | 3419 Stocker Street<br>Los Angeles, CA 90008 | September 2012-August 2015 |
| Jennifer Barraza<br>SEIU Local 99 | 2724 w. 8th Street<br>Los Angeles, CA 90005 | September 2012-August 2015 |
| 20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.) | | |
| Name of Representative | Address/Telephone Number | Appointment Date and Duration |
| Peter Huffaker<br>Child Care Results | 11664 National Blvd.<br>Los Angeles, CA 90064 | September 2012-August 2014 |
| Kathy Schreiner<br>Workforce Advocate | 13530 Leadwell St.<br>Van Nuys, CA 91405 | September 2012-August 2014 |
| Fiona Stewart<br>Child Care Alliance of LA | 1225 W. 190th St.<br>Gardena, CA 90248 | September 2012 -August 2015 |
| JoAnn Shalhoub Mejia<br>CA Federation of FCC Association | 1320 S. Mansfield Avenue<br>Los Angeles, CA 90019 | September 2012-August 2014 |
| Randi Wolfe<br>Tikkun Consulting | 1310 Orange Grove Blvd.<br>Pasadena, CA 91104 | September 2012 -August 2015 |
| First District Representative | To be determined | September 2012- August 2015 |
| Second District Representative | To be determined | September 2012 -August 2015 |

| | | |
|---|---|---|
| Richard Cohen<br>3rd District Representative | 917 25th Street<br>Santa monica, CA 90403 | September 2012 -August 2015 |
| Sarah Soriano<br>4th District Representative | 501 Atlantic Avenue<br>Long Beach, CA 90802 | September 2012 -August 2015 |
| Diane Philibosian<br>5th district Representative | 436 South Arroyo Blvd.<br>Pasadena, CA 91105 | September 2012 -August 2015 |

| Authorized Signatures | | |
|---|---|---|
| We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of August 14, 2012 (Date), the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county. | | |
| Authorized Representative - County Board of Supervisors | Telephone Number | Date |
| [signature] | 213-974-3333 | 8/16/12 |
| Authorized Representative - County Superintendent of Schools | Telephone Number | Date |
| Dr. Arturo Delgado by AIC [signature] | (562) 922-6127 | 6-26-12 |
| Local Child Care Planning Council Chairperson | Telephone Number | Date |
| K. Howell by L. Escobedo | 213-385-2877 x132 | 7-27-12 |