

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

CSA

DEPT: Community Services Agency

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE July 29, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Contract Renewals with the California Department of Education for the Administration of the Child Care and Development Block Grants-Community Services Agency

STAFF RECOMMENDATIONS:

1. Approve the renewal of three contracts with the California Department of Education (CDE) for administration of Child Care and Development Block Grants.
2. Authorize the Community Services Agency Director, or her Assistant Director Designee, to sign the contracts that are included in this agenda item and any subsequent amendments to add services and payments for services, up to \$100,000 per agreement.

FISCAL IMPACT:

The annual amount of these three California Department of Education (CDE) contracts is \$11,100,841. Appropriations and estimated revenues totaling \$8,662,139 to support these agreements are included in the Agency's Fiscal Year 2008-2009 Adopted Proposed Budget for CSA - Program Services and Support. Appropriations and estimated revenues of \$2,438,702 will be included in the CSA - Program Services and Support Fiscal Year 2008-2009 Final Budget. The Child Care Programs are 100% Federal and State funded except for a \$5,051 Maintenance of Effort (MOE). There is no additional cost to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-550

On motion of Supervisor Grover, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Effective January 1, 1998, the Personal Responsibility and Work Opportunity Reconciliation Act consolidated all former Aid to Families with Dependent Children (AFDC) related child care programs into a new three-stage child care system to serve current and former recipients of Temporary Aid to Needy Families (TANF). Stage 1 Child Care eligibility begins when the parent enters the TANF assistance program and is working or starting Welfare to Work activities. Stage 1 funding is administered by the California Department of Social Services and is part of the CalWORKs allocation. From Stage 1, eligible families are moved to Stage 2 once they become “stable” – a child care provider has been chosen, all paper work has been completed and the recipient is participating in Welfare to Work activities. Stages 2 and 3 Child Care are administered by the California Department of Education and are used to assist TANF families transitioning off welfare to remain working and off aid. To qualify for Stages 2 and 3, current and former TANF families must be working and meet certain requirements for income and age of children (13 years or younger unless child has special needs).

The Community Services Agency (CSA) receives program contracts from the California Department of Education (CDE) to fund Stages 2, 3, and the General Alternative Payment Program. CSA administers these Alternative Payment Programs for child care and makes payments directly to child care providers for eligible families that receive subsidized child care services. CSA submits monthly and quarterly claims to the CDE for reimbursement of funds.

Stage 2 funds will be used for CalWORKs families determined to be “stable” and moved seamlessly from Stage 1 (families will have the same eligibility requirements and should notice no major differences). A family can continue in Stage 2 while participating in Welfare to Work activities, and then up to 24 months after being discontinued from cash assistance. Upon reaching the 24-month time limit a family will “time-out” (will no longer be eligible for Stage 2 funding) and, if sufficient funding is available, will move to Stage 3. As of May 2008, Stage 2 enrollment totaled 1,440 children.

Stage 3 funds will be used for only those families who have reached the 24-month time limit after being discontinued from cash aid. These families can continue in Stage 3 until the set income limit is reached or all children are 13 years of age. As of May 2008, Stage 3 enrollment totaled 494 children.

The General Alternative Payment Program contract will be used to provide child care for special at-risk children who are not necessarily enrolled in CalWORKs, but are linked to the Child Welfare System or reachable from the Central Eligibility List. As of May 2008, child care services were provided for 9 at-risk/low income children.

The contract stage/type, contract numbers and funding amounts are as follows:

<u>Stage/Type</u>	<u>Contract Number</u>	<u>Contract Amount</u>
2	C2AP-8071	\$8,250,000
3	C3AP-8070	2,764,555
General	CAPP-8079	86,286
	Total Contracts	<u>\$11,100,841</u>

Overall, these three contracts, totaling \$11,100,841, will allow CSA to provide child care services to approximately 2,382 children each month.

Renewal of these CDE contracts for Stages 2 and 3 will provide child care services to children whose parents are transitioning off TANF assistance by: 1) seeking employment or enrolling in an employment/training program; 2) employment in either a subsidized or non-subsidized position; or 3) receiving a lump sum diversion payment. The General Alternative Payment funds will provide subsidized child care to at-risk Child Welfare children as part of the families' Child Welfare Services case plan.

The Agency recommends accepting these three CDE Child Care and Development Alternative Payment contracts effective July 1, 2008 through June 30, 2009.

POLICY ISSUE:

Approval of this request supports the Board's priority of *Efficient delivery of public services* by providing child care to recipients who work, and to low-income families who are at risk of becoming dependent on public assistance, and the Board's priority of a healthy community by making child care services available for children who are at risk of abuse and neglect.

STAFFING IMPACT:

There is no staffing impact associated with this request.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: CAPP-8079

PROGRAM TYPE: ALTERNATIVE PAYMENT

PROJECT NUMBER: 50-2250-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cdl/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient 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.

This contract is effective from July 01, 2008 through June 30, 2009. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$86,286.00.

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.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 251

Handwritten signature and date: 6/23/08

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE) <i>Margie Burke</i>		BY (AUTHORIZED SIGNATURE) <i>Christine C. Applegate</i>	
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Christine C. Applegate - Director	
TITLE Manager, Contracts & Purchasing Svcs		ADDRESS P.O. Box 42 Modesto, CA 95353-0042	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 86,286	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 86,286	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE 5/20/08	


CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

CONTRACT NUMBER: CAPP-8079

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 30,515	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13694-2250	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 30,515	ITEM 30.10.020.007 6100-196-0890	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 21,316	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal	APPROVED UPON ENACTMENT OF BUDGET ACT	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14153-2250	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,316	ITEM 30.10.020.007 6100-196-0890	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 34,455	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23186-2250			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 34,455	ITEM 30.10.020.007 6100-196-0001	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590			

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 SEP 02 2008	

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- 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 contract 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 contract.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **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).
6. **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.
7. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

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.

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.

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 preceding 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.

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)

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 #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Amelia G 6/23/02



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

Amendment 01

DATE: July 01, 2008

CONTRACT NUMBER: CAPP-8079

PROGRAM TYPE: ALTERNATIVE PAYMENT

PROJECT NUMBER: 50-2250-00-8

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
FUNDING RESTORATION/FT&C CHANGE**

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

This agreement with the State of California dated July 01, 2008 designated as number CAPP-8079 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$86,286.00 and inserting \$91,828.00 in place thereof.

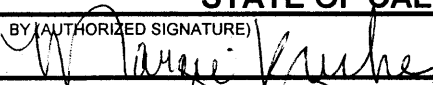
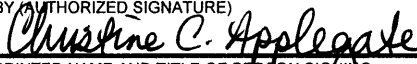
Minimum Days of Operation (MDO) Requirement shall be 251 (no change).

The 2008/09 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2008/09 amended FT&C Language (Attachement A) which by this reference is incorporated herein.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY  2/11/09

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE)  2/11/09	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Christine C. Applegate, Director	
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS P.O. Box 42 Modesto, CA 95353-0042	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,542	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 86,286	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 91,828	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE FEB 23 2009	

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY


CONTRACT NUMBER: CAPP-8079

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 30,515	(OPTIONAL USE)0656 13694-2250	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 30,515	ITEM 30.10.020.007 6100-196-0890	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 21,316	(OPTIONAL USE)0656 14153-2250	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,316	ITEM 30.10.020.007 6100-196-0890	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,542	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 34,455	(OPTIONAL USE)0656 23186-2250			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 39,997	ITEM 30.10.020.007 6100-196-0001	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590			

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 FEB 23 2009	

**CHILD CARE AND DEVELOPMENT
2008/2009 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type: **CAPP**

Note: The page numbers cited may be a few pages off.

Renumber the Table of Contents in Section I., Child Care and Development Alternative Payment Program Requirements as follows:

- L. N Documentation of Vocational Training
- M. O Documentation of Parental Incapacity
- N. P Documentation of the Child's Exceptional Needs
- Ø. Q Documentation of Homelessness
- P. R Documentation of Seeking Permanent Housing
- Q. S Documentation of Child Protective Services
- R. T Documentation of At Risk of Abuse, Neglect or Exploitation
- S. U Updating the Application
- T. V Recertification

Amend Section I., DEFINITIONS as follows (p.2)

"Adjusted monthly income" means total countable income ~~as ad defined in subdivision (e)~~ below, minus verified child support payments paid by the parent whose child is receiving child development services, excluding the non-countable income listed below:

1. Earnings of a child under age 18 years;
2. Loans;
3. Grants or scholarships to students for educational purposes other than any balance available for living costs;
4. Food stamps or other food assistance;
5. Earned Income Tax Credit or tax refund;
6. GI Bill entitlements, hardship duty pay, hazardous duty pay, hostile fire pay, or imminent danger pay;
7. Adoption assistance payments received pursuant to *Welfare and Institutions Code* Section 16115 et seq.;
8. Non-cash assistance or gifts;
9. All income of any individual counted in the family size who is collecting federal Supplemental Security Income (SSI) or State Supplemental Program (SP) benefits;

10. Insurance or court settlements including pain and suffering and excluding lost wages and punitive damages;
11. Reimbursements for work-required expenses such as uniforms, mileage, or per diem expenses for food and lodging;
12. Business expenses for self-employed family members;
13. When there is no cash value to the employee, the portion of medical and/or dental insurance documented as paid by the employer and included in gross pay; and
14. Disaster relief grants or payments, except any portion for rental assistance or unemployment.

~~“Earned” (for Alternative Payment programs) means net reimbursable program costs consisting of direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds if the interest is spent on reimbursable costs for additional services, plus actual and allowable reimbursable administrative (limited to 15 percent) and support services costs of which combined cannot exceed 23.4567 of the total contract amount.~~

“Earned” (for Alternative Payment programs) means reimbursement shall include the cost of child care paid to child care providers plus the actual administrative and support services cost of the alternative payment program. The total cost for administration and support services shall not exceed an amount equal to 19 percent (19%) of the total contract amount. The administrative costs shall not exceed the cost allowable for administration under federal requirements.

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

“Income fluctuation” means income that varies due to:

1. Migrant, agricultural, or seasonal work;
2. Intermittent earnings or income; bonuses, commissions; lottery winnings; inheritance; back child support payment; or net proceeds from the sale of real property or stock;
3. Unpredictable days and hours of employment, overtime, or self-employment.

Amend Section V.K., Costs, Earnings, and Reimbursement, Determination of Reimbursable Amount as follows (p. 37):

K. Determination of Reimbursable Amount

Alternative Payment type programs 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; or
2. The amount earned, that are which is reimbursable expenditures of:
 - a. direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds; and
 - b. actual administrative and support costs directly related to child care services provided, which combined cannot exceed the allowable percentage of the total contract amount

Amend Section 1.A, Child Care and Development Alternative Payment Program Requirements, General Requirements as follows (p. 52):

I. ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION

A. General Requirements

To receive subsidized child care and development services, families shall meet eligibility and need criteria as specified in sections I.B and I.C below. In addition to meeting eligibility and need requirements, to be eligible for services the child's parent(s) must live in the State of California while services are being received. Evidence of a street address or post office address in California will be sufficient to establish residency. A person identified as homeless pursuant to Section I, Definition of "Homeless" is exempted from this requirement and shall submit a declaration of intent to reside in California.

The governing board of a school district, community college district, or a county superintendent of schools may accommodate children residing outside the district boundaries in accordance with *Education Code* Section 8322(a). The determination of eligibility shall be without regard to the immigration status of the child or the child's parent(s) unless the child or the child's parent(s) is under a final order of deportation from the United States Department of Justice.

Children who have reached their thirteenth (13th) birthday are ineligible for subsidized services except that children with exceptional needs and severely disabled children may be served to age twenty-one (21). Children with exceptional needs shall also meet the criteria for that age group specified in *Education Code* Section 56026 and *California Code of Regulations, Title 5, sections 3030 and 3031*.

Amend Section 1.B, Child Care and Development Alternative Payment Program Requirements, Eligibility Criteria as follows (p. 53):

B. Eligibility Criteria

Eligibility shall be established by 1, 2, 3 or 4 below:

1. Family is a public assistance recipient

2. Family is income eligible. When the number of family members and the amount of family income have been determined, eligibility may be established by reference to the family fee schedule

~~Note that in cases where the child is living with a custodial adult or guardian, income is typically computed on the basis of "family of one" (see Section I.G, Determination of Family Size) in determining income eligibility and fee assessment.~~

3. The family is homeless
4. The family has a child who is at risk of abuse, neglect, or exploitation, or receiving child protective services through the county welfare department

Amend Section 1.C, Child Care and Development Alternative Payment Program Requirements, Need Criteria as follows (p. 53):

C. Need Criteria

Need shall be established by 1 or 2 below:

1. Child protective services or at risk of abuse, neglect, or exploitation as defined in the Definitions Section.
2. The parent (s) ~~(including custodial adults and guardians)~~ and any other adult counted in the family size are any of the following:
 - a. ~~Employed – If the parent (or other adult counted in the family size) works in the home, the nature of the work must preclude the supervision of the family's children. Family child care providers are not eligible for subsidized services because their work does not preclude the supervision of their own children. However, the children of family child care providers may be served in the State Preschool program or if need as specified in this section is based on the child's need~~
 - b. ~~Seeking employment – The family's period of eligibility for this purpose is limited to sixty (60) working days during the fiscal year. Service is limited to an average not to exceed five (5) days per week for an average of less than six and one half (6½) hours per day. (Note that "working days" applies to days the family receives subsidized services.) The limitation for families participating in CalWORKs shall be in accordance with the approved welfare to work plan~~
 - c. ~~Vocational training – Participating in vocational training leading directly to a recognized trade, paraprofession or profession. The vocational training plan shall be reviewed by the contractor at the beginning of each semester or quarter to determine that progress is being made toward the vocational goal specified in the certification and eligibility documents. (See Section I.K1-6 below for additional documentation requirements)~~
 - d. Family is homeless and seeking permanent housing for family stability

- e. Parent or guardian is Incapacitated
- 3. Subsidized child care and development services shall only be available to the extent to which:
 - a. The parent meets a need criterion as specified in Section C. 2 above that precludes the provision of care and supervision of the family's child for some of the day;
 - b. There is no parent in the family capable of providing care for the family's child during the time care is requested; and
 - c. Supervision of the family's child is not otherwise being provided by school or another person or entity.

Amend Section 1.E, Child Care and Development Alternative Payment Program Requirements, Contents of Family Data File as follows (p. 54):

E. Contents of Family Data File

- 1. Contractors shall establish and maintain a family data file for each family receiving child care and development services.
- 2. The family data file shall contain a completed and signed application for services and the following records as applicable to determine eligibility and need in accordance with Sections 1.A, 1.B, and 1.C above:
 - a. Documentation of income eligibility, including an income calculation worksheet;
 - b. Documentation of employment;
 - c. Documentation of seeking employment;
 - d. Documentation of training;
 - e. Documentation of parental incapacity;
 - f. Documentation of child's exceptional needs;
 - g. Documentation of homelessness;
 - h. Documentation of seeking permanent housing for family stability;
 - i. Written referral from a legally qualified professional from a legal, medical, or social services agency, or emergency shelter for children at risk of abuse, neglect or exploitation;
 - j. Written referral from a county welfare department, child welfare services worker, certifying that the child is receiving protective services and the family requires child care and development services as part of the service case plan;
 - k. For parents receiving cash assistance, documentation regarding the approved welfare to work plan or activity that may include documentation of days and hours of need.
 - l. If the parent of the child was on cash assistance, the date the parental cash aid was terminated.
- 3. A signed Child Care Data Collection Privacy Notice and Consent Form CD 9600A (Rev. 01/04) shall be included.
- 4. Notice of Action, Application for Services and/or Recipient of Services shall be included.

5. The family data file shall contain all child health and current emergency information required by California *Code of Regulations, Title 22, Social Security, Division 12, Community Care Facilities Licensing Regulations* with the following exception. Immunization records are not required to be in the family data file for child attending a public or private elementary school or for children receiving care in licensed facilities and reimbursed pursuant to *Education Code* sections 8220 and 8350.

Amend Section 1.F, Child Care and Development Alternative Payment Program Requirements, Application for Services as follows (p. 55):

F. Application for Services

The application for services shall contain the following information:

1. The parent's(s)' full name(s), address(es) and telephone + number(s)
2. The names and birth dates of all children under the age of eighteen (18) in the family, whether or not they are served by the program
3. The number of hours of care needed each day for each child
4. ~~The names of other family members in the household related by blood, marriage or adoption.~~
4. The reason for needing child care and development services as specified in Section I.C above
5. Employment or training information for parent(s) including name and address of employer(s) or training institution(s) and days and hours of employment or training, if applicable
6. Eligibility status as specified in Section I.B above
7. Family size and income, if applicable
8. The parent's signature and date of the signature
9. The signature of the contractor's authorized representative certifying the eligibility

Amend Section 1.K, Child Care and Development Alternative Payment Program Requirements, Documentation of Employment as follows (p. 60):

K. Documentation of Employment

1. If the basis of need as specified in Section I.C above is employment of the parent(s), the family data file shall contain documentation of the parent(s) employment shall include the days and hours of employment. The documentation of employment shall consist of one of the following:
2. If the parent has an employer, the documentation of need based on employment shall consist of one of the following:

- a. The pay stubs provided to determine income eligibility that indicate the days and hours of employment;
- b. When the provided pay stubs do not indicate the days and hours of employment, the contractor shall verify the days and hours of employment by doing one of the following:
 1. Secure an independent written statement from the employer;
 2. Telephone the employer and maintain a record;
 3. If the provided pay stubs indicate the total hours of employment per pay period and if the contractor is satisfied that the pay stubs have been issued by the employer, specify on the application for services the days and hours of employment to correlate with the total hours of employment and the parent's need;
 4. If the variability of the parent's employment is unpredictable and precludes the contractor from verifying specific days and hours of employment or work week cycles, specify on the application for services that the parent is authorized for a variable schedule for the actual hours worked, identifying the maximum number of hours of need based on the week with the greatest number of hours within the preceding four weeks and the verification pursuant to Sections 2. a. 1, 2, or 3 above. Until such time as the employment pattern becomes predictable, need for services shall be updated at least every four months and shall be based on the requirements of Section 2 above and the child care services utilized;
 5. If the employer refuses or is non-responsive in providing the requested information, record the contractor's attempts to contact the employer, and specify and attest on the application for services to the reasonableness of the days and hours of employment based on the description of the employment and community practice; or
 6. If the parent asserts in a declaration signed under penalty of perjury that a request for employer documentation would adversely affect the parent's employment, on the application for services:
 - i. Attest to the reasonableness of the parent's assertion; and
 - ii. Specify and attest to the reasonableness of the days and hours of employment based on the description of the employment and community practice.

c. When the employed parent does not have pay stubs or other record of wages from the employer and has provided a self-certification of income, as defined in Section I, Definitions, the contractor shall assess the reasonableness of the days and hours of employment, based on the description of the employment and the documentation provided pursuant to Section H.1.c. above, and authorize only the time determined to be reasonable.

3. If the parent is self-employed, the documentation of need based on employment shall consist of the following:

a. Parent provided information that includes:

1. A declaration of need under penalty of perjury that includes a description of the employment and an estimate of the days and hours worked per week;
2. To demonstrate the days and hours worked, a copy of one or more of the following: appointment logs, client receipts, job logs, mileage logs, a list of clients with contact information, or similar records; and
3. As applicable, a copy of a business license, a workspace lease, or a workspace rental agreement.

b. A statement by the contractor assessing the reasonableness of the total number of days and hours requested per week based on the description of the employment and the documentation provided pursuant to this section and Section H above. If the parent has unpredictable hours of employment, the contractor shall authorize the parent for a variable schedule not to exceed the number of hours determined to be needed per week. Need for services for unpredictable hours shall be updated at least every four months and shall be based on the requirements of Section K. 3. above. If the contractor has been unable to verify need based on the documentation provided, the contractor shall take additional action to verify self-employment that includes any one or more of the following:

1. If the self-employment occurs in a rented space, contacting the parent's lessor or other person holding the right of possession to verify the parent's renting of the space;
2. If the self-employment occurs in variable locations, independently verifying this information by contacting one or more clients whose names and contact information have been voluntarily provided by the parent; or
3. Making other reasonable contacts or requests to

determine the amount of time for self-employment.

- c. If the contractor is unable to make a reasonable assessment of the hours needed for self-employment after attempting to verify such hours and documenting the attempts, the contractor may divide the parent's self-employment income, as defined in Section I (q)(4), Definitions, by the applicable minimum wage. The resulting quotient shall be the maximum hours needed for employment per month.
4. For the instances identified in Section K.2.b. 1 through 5 and K. 3 above, the parent shall provide a release to enable the contractor to obtain the information it deems necessary to support the parent's asserted days and hours worked per week.
5. If additional services are requested for travel time or sleep time to support employment, the contractor shall determine, as applicable, the time authorized for:
 - a. Travel to and from the location at which services are provided and the place of employment, not to exceed half of the daily hours authorized for employment to a maximum of four hours per day; or
 - b. Sleep, if the parent is employed anytime between 10:00 p.m. and 6:00 a.m., not to exceed the number of hours authorized for employment and travel between those hours.

Add Section 1.L, Child Care and Development Alternative Payment Program Requirements, Documentation of Employment in the Home or a Licensed family Day Care Home as follows (p. 61):

L. Documentation of Employment in the Home or a Licensed Family Day Care Home

The requirements of this section are in addition to those stated in Section K above.

If the parent's employment is in the family's home or on property that includes the family's home, the parent must provide justification for requesting subsidized child care and development services based on the type of work being done and its requirements, the age of the family's child for whom services are sought, and, if the child is more than five years old, the specific child care needs. The contractor shall determine and document whether the parent's employment and the identified child care needs preclude the supervision of the family's child.

If the parent is a licensed family day care home provider pursuant to Health and Safety Code Section 1596.78 or an individual license-exempt provider pursuant to Health and Safety Code Section 1596.792, subdivisions (d) or (f), the parent is not eligible for subsidized services during the parent's business hours because the parent's employment does not preclude the supervision of the family's child.

If the parent is employed as an assistant in a licensed large family day care home, pursuant to *Health and Safety Code* Section 1596.78(b), and is requesting services for the family's child in the same family day care home, the parent shall provide documentation that substantiates all of the following:

1. A copy of the family day care home license indicating it is licensed as a large family day care home;
2. A signed statement from the licensee stating that the parent is the assistant, pursuant to the staffing ratio requirement of California *Code of Regulations, Title 22, Section 102416.5(c)*;
3. Proof that the parent's fingerprints are associated with that licensed family day care home as its assistant, which the contractor may verify with the local community care licensing office; and
4. Payroll deductions withheld for the assistant by the licensee, which may be a pay stub.

Add Section 1. M, Child Care and Development Alternative Payment Program Requirements, Documentation of Seeking Employment, Service Limitations as follows (p. 61):

M. Documentation of Seeking Employment; Service Limitations

1. If the basis of need as stated on the application for services is seeking employment, the parent's period of eligibility for child care and development services is limited to 60 working days during the contract period, except as specified in Sections 4 and 5 below. Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by the contractor and extend for consecutive working days.
2. Documentation of seeking employment shall include a written parental declaration signed under penalty of perjury stating that the parent is seeking employment. The declaration shall include the parent's plan to secure, change, or increase employment and shall identify a general description of when services will be necessary.
3. The contractor shall determine the number of working days available for seeking employment and the child care schedule, which may be a variable schedule, based on the documentation. During the period of authorization and if necessary to verify need, the contractor may request that the parent provide, no more than once a week, a description of the activities he or she has undertaken during the previous week to seek employment and, as appropriate, may require additional documentation.
4. If the Governor declares a state of emergency and if the factual basis for the Governor's declaration indicate that opportunities for employment have temporarily diminished to such a degree that parents cannot be reasonably expected to find employment within 60 working days of diligent searching, the State Superintendent of Public Instruction (SSPI) may investigate to determine whether the 60-working-days limitation described in paragraph (a) should be suspended. If the SSPI determines that it is in the public interest to do

so, he or she may, by order, suspend the 60-working-days limitation on eligibility during the period of the emergency or for a lesser time. The scope of the suspension, including the geographic areas and the persons affected, and its duration, shall be no more than necessary to respond to the emergency as determined in the SSPI's investigation, and shall be specifically described in the SSPI's order. If a parent's services for seeking employment were exhausted after an emergency was declared and before the SSPI suspends the eligibility limitation, the contractor may re-authorize services for seeking employment in accordance with the conditions specified in the SSPI's order.

5. If the parent has concurrently received services based on employment or vocational training for at least 20 working days while receiving services for seeking employment, eligibility for seeking employment may be extended for an additional 20 working days. For such a parent, services for this purpose shall not exceed 80 working days during the contract period.
6. If services for this purpose are discontinued, the number of working days remaining in the period of eligibility shall be available for a subsequent period of eligibility during the contract period.
7. As used in this section, the working days used to determine the period of eligibility shall include the consecutive Mondays through Fridays, excluding any federal holidays.

Amend Section 1.L, Child Care and Development Alternative Payment Program Requirements, Documentation of Vocational; Service Limitations as follows (p. 60):

N. ~~L.~~ Documentation of Vocational Training toward Vocational Goals; Service Limitations

1. If the basis of need on the application for services is as specified in Section 1.C above is vocational training leading to a recognized trade, paraprofession, or profession, child care and development services shall be limited, except as provided in Section 12 below, to whichever expires first the documentation in the family data file shall include:
 - a. Six years from the initiation of services pursuant to this section; or
 - b. Twenty four semester units, or its equivalent, after the attainment of a Bachelor's Degree.
2. The parent shall provide documentation of the days and hours of vocational training to include:
 - a. A statement of the parent's vocational goal;
 - b. The name of the training institution that is providing the vocational training;
 - c. The dates that current quarter, semester, or training period, as applicable, will begin and end;
 - d. A current class schedule that is either an electronic print-out from the training institution of the parent's current class

schedule or, if unavailable, a document that includes all of the following:

1. The classes in which the parent is currently enrolled;
 2. The days of the week and times of day of the classes; and
 3. The signature or stamp of the training institution's registrar.
- e. The anticipated completion date of all required training activities to meet the vocational goal; and
- f. Upon completion of a quarter, semester, or training period, as applicable, a report card, a transcript, or, if the training institution does not use formal letter grades, other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section 6 below.
3. A parent shall report any change in his or her class schedule related to the days and times of any class, including a withdrawal from a class, within five calendar days of requesting the change from the institution.
 4. Services may be provided for classes related to the General Education Development (GED) test or English language acquisition if such courses support the attainment of the parent's vocational goal.
 5. On-line or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour a week for each unit. The parent shall provide a copy of the syllabus or other class documentation and, as applicable, the Web address of the on-line program. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.
 6. Continuation of services based on training is contingent upon making adequate progress. To make progress each quarter, semester, or training period, as applicable, the parent shall, in the college classes, technical school, or apprenticeship for which subsidized care is provided:
 - a. In a graded program, earn a 2.0 grade point average; or
 - b. In a non-graded program, pass the program's requirements in at least 50 percent of the classes or meet the training institution's standard for making adequate progress.
 7. The first time the parent does not meet the condition in Section 6 above, the parent may continue to receive services for one additional quarter, semester, or training period, as applicable, to

improve the parent's progress. At the conclusion of that session, the parent shall, in the classes for which subsidized care was provided, have made adequate progress pursuant to Section 6. above. If the parent has not made adequate progress pursuant to Section 6. above, services for this purpose shall be:

- a. Terminated; and
 - b. Available to the parent, to the extent provided by Section 1. above, after six months from the date of termination.
8. No later than ten calendar days after the training institution's release of progress reports for the quarter, semester, or vocational training period, as applicable, the parent shall provide the contractor with a copy of the parent's official progress report. As it deems appropriate, the contractor may require the parent to:
- a. Have an official copy of a progress report sent directly from the training institution to the contractor; or
 - b. Provide a release, as may be required by the training institution, to enable the contractor to verify the parent's progress with the institution.
9. A parent may change his or her vocational goal, but services shall be limited to the time or units remaining from the initiation of the provision of services for vocational training as specified in Section 1. above.
10. The contractor shall determine the days and hours needed per week, and whether the parent is making progress, based on the documentation. The contractor may request that the parent provide a publication from the training institution describing the classes required to complete the parent's vocational goal.
11. If additional services are requested for study time or travel time to support the vocational training, the contractor shall determine, as appropriate, the amount of services needed for:
- a. Travel to and from the location at which services are provided and the training location, not to exceed half of the weekly hours authorized for training to a maximum of four hours per day; or
 - b. Study time, including study time for on-line and televised instructional classes, according to the following:
 1. Two hours per week per academic unit in which the parent is enrolled;
 2. On a case-by-case basis and as may be confirmed with the class instructor, additional time not to exceed one hour per week per academic unit in which the parent is enrolled; and

3. On a case-by-case basis, no more than the number of class hours per week for non-academic or non-unit bearing training.
12. The service limitations specified in Section 1. above shall not apply to a parent who demonstrates he or she is:
 - a. As of June 27, 2008, receiving services for vocational training and has attained a Bachelor's Degree;
 - b. Receiving services from a program operating pursuant to Education Code Section 66060;
 - c. Attending vocational training when the parent has been deemed eligible for rehabilitation services by the California Department of Rehabilitation; or
 - d. Attending retraining services available through the Employment Development Department of the State or its contractors due to a business closure or mass layoff.

- ~~1. Name of the school or organization where training is received~~
- ~~2. Dates that current training activities will begin and end~~
- ~~3. A statement of the parent's(s') vocational training goal(s)~~
- ~~4. The anticipated completion date(s) of all required training activities to meet the vocational goal~~
- ~~5. Class schedule which includes:

 - ~~a. The courses that the parent is currently enrolled in~~
 - ~~b. Day(s) of the week and time(s) of day of the courses~~
 - ~~c. Signature of parent along with the date the application was signed~~
 - ~~d. Signature or stamp of the training institution's registrar; and~~~~
- ~~6. Report cards, transcripts or other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section I.K.3 above.~~

Amend Section 1.M, Child Care and Development Alternative Payment Program Requirements, Documentation of Parental Incapacity; Service Limitations as follows (p. 61):

O. M. Documentation of Parental Incapacity; Service Limitations

1. If the basis of need as stated on the application for services is parental incapacity, child care and development services shall not exceed 50 hours per week.
2. Documentation shall include a release signed by the incapacitated parent authorizing a legally qualified health professional to disclose information necessary to establish that the parent meets the definition of incapacity, pursuant to Section I, Definitions, and needs services.
3. The documentation of incapacitation provided by the legally

qualified health professional shall include:

- a. A statement that the parent is incapacitated, that the parent is incapable of providing care and supervision for the child for part of the day, and, if the parent is physically incapacitated, that identifies the extent to which the parent is incapable of providing care and supervision;
 - b. The days and hours per week that services are recommended to accommodate the incapacitation, taking into account the age of the child and the care needs. This may include time for the parent's regularly scheduled medical or mental health appointments;
 - c. The probable duration of the incapacitation; and
 - d. The name, business address, telephone number, professional license number, and signature of the legally qualified health professional who is rendering the opinion of incapacitation and, if applicable, the name of the health organization with which the professional is associated.
4. The contractor may contact the legally qualified health professional for verification, clarification, or completion of the provided statement.
 5. The contractor shall determine the days and hours of service based on the recommendation of the health professional and consistent with the provisions of this article.

~~If the basis of need as specified in Section 1.C above is parental incapacity, the family data file shall contain documentation of the parent's(s') incapacitation provided by a legally qualified professional. The documentation of incapacitation shall include:~~

- ~~1. A description of the nature of the incapacitation~~
- ~~2. The probable duration of the incapacitation~~
- ~~3. A statement that the parent's(s') incapacitation prevents the parent(s) from caring for the child for some part of the day~~
- ~~4. The number of hours that child care is needed each day because of the incapacitation~~
- ~~5. The name, address, telephone number and signature of the legally qualified professional who is rendering the opinion of incapacitation~~

Amend Section 1.O, Child Care and Development Alternative Payment Program Requirements, Documentation of Parental Incapacity; Service Limitations as follows (p. 61):

Q. ~~Q.~~ Documentation of Homelessness

~~If the basis of eligibility as specified in Section 1.B above~~ specified in EC Section 8263(a)(1) is homelessness, the family data file shall include documentation of homelessness. The documentation of homelessness shall include:

1. A written referral from an emergency shelter or other legal, medical or social service agency; or

2. A written parental declaration that the family is homeless and a statement describing the family's current living situation.

Amend Section 1.P, Child Care and Development Center-Based Program Requirements, Documentation of Seeking Permanent Housing, Service Limitations as follows (p. 63):

R. P. Documentation of Seeking Permanent Housing; Service Limitations

1. If the basis of need as stated on the application for services specified in Section I.C above is seeking permanent housing for family stability, the parent's of eligibility for child care and development services is limited to 60-working-days during the contract period, except as specified below. Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by the contractor and extend for consecutive working days. the family data file shall include documentation of homelessness as specified in Section I.N above and a written parental declaration that the family is seeking permanent housing and needs child care and development services while seeking permanent housing.
2. Documentation of seeking permanent housing shall include a written parental declaration signed under penalty of perjury that the family is seeking permanent housing. The declaration shall include the parent's search plan to secure a fixed, regular, and adequate residence and shall identify a general description of when services will be necessary. If the family is residing in a shelter, services may also be provided while the parent attends appointments or activities necessary to comply with the shelter participation requirements.
3. The contractor shall determine the number of weeks available for seeking permanent housing and the child care schedule, which may be a variable schedule, based on the documentation. During the period of authorization and if necessary to verify need, the contractor may request that the parent provide, no more than once a week, either a declaration signed under penalty of perjury describing the activities the parent has undertaken during the previous week to seek permanent housing or a signed statement from the shelter, transitional housing agency, or homeless support program regarding the parent's search progress to date.
4. If the parent does not expect to secure housing prior to the end of the eligibility period:
 - a. The parent may request an extension in a declaration of need signed under penalty of perjury that includes an update of the parent's search plan and either a description of the activities undertaken during the previous week to seek permanent housing or a signed statement from the shelter, transitional housing agency, or homeless support program indicating the parent's continued need for services; and

- b. The contractor may authorize an extension of search eligibility for up to 20 additional working days.
5. If services for this purpose are discontinued, the number of working days remaining in the period of eligibility shall be available for a subsequent period of eligibility during the contract period.

As used in this section, the working days used to determine the period of eligibility shall include the consecutive Mondays through Fridays, excluding any federal holidays.

Amend Section II.A, Child Care and Development Alternative Payment Program Requirements, Limited Term Service Leave Requirements as follows (p. 64):

II. LIMITED TERM SERVICE LEAVE REQUIREMENTS

- A. If the family will temporarily not have a need for subsidized child care and development services as specified in Section I.C above, the contractor may grant the family a limited term service leave. Reasons for a limited term service leave shall include medical leave and family leave, and may include, but are not limited to, break in employment, school break, the child's visit with the non-custodial parent that is not ordered by the court, or family vacation in excess of best interest days as specified in Section VI. D. Family leave means a leave:
 1. For the birth and care of the newborn child of the parent,
 2. For placement with the parent of a child for adoption or foster care, and
 3. To care for the parent's child, spouse, or parent who has a health condition.
- B. If the contractor offers limited term service leaves, the contractor:
 1. Shall provide equal access to limited term service leaves; and
 2. May set a limit on the number of leaves to be granted in a contract year based on an assessment of contract resources pursuant to California Code of Regulations, Title 5, Section 18054.
- C. If the contractor grants a limited term service leave:
 1. The family shall not be disenrolled from the program;
 2. The service agreement with the parent shall indicate that no services will be provided during the limited term service leave; and
 3. The contractor shall not report the child as enrolled nor claim reimbursement from the California Department of Education while the child is on a limited term service leave.
- D. A limited term service leave shall not exceed 12 consecutive weeks in duration, except as specified in Sections E and F below.
- E. A limited term service leave from employment or training shall not exceed 16 consecutive weeks in duration if the leave is for:

1. A medical or family leave, or
 2. A period when the vocational training program is not in spring, fall, or winter sessions.
- F. A limited term service leave may be granted for any portion of the contract period in which a child is attending an After School Education and Safety Program, pursuant to EC sections 8482 et seq., or a federal 21st Century Community Learning Centers program, as referenced in EC sections 8484.7 et seq.

If the contractor grants a limited term service leave:

- A. ~~The family shall not be disenrolled from the program;~~
- B. ~~The service agreement with the parent shall indicate that no services will be provided during the limited term service leave; and~~
- C. ~~The contractor shall not report the child as enrolled nor claim reimbursement from the CDE while the child is on a limited term service leave.~~

~~A limited term service leave shall not exceed twelve (12) consecutive weeks in duration except when the parent is on a maternity or a medically related leave absence from their employment or training. Maternity or medical limited term service leaves shall not exceed sixteen (16) consecutive weeks in duration.~~

~~If the contractor grants limited term service leaves, the contractor shall establish and implement a policy regarding the criteria for approval of requests for limited term service leaves.~~

Amend Section III.B, Child Care and Development Alternative Payment Program Requirements, Admission Priorities, Waiting List, and Displacement as follows (p. 64):

B. Admission Priorities, Waiting List, and Displacement

First Priority: Families whose children are receiving child protective services or families whose children are at risk of being neglected, abused, or exploited shall be admitted first. Within this priority, children receiving protective services through the local county welfare department shall be admitted first.

Second Priority: All children and families who are not within the first priority for admission shall be admitted in accordance with family income, with the lowest per capita income (income ranking) admitted first. For purposes of determining the order of admission, public assistance grants are counted as income. When two (2) or more families have the same income ranking the family that has a child with exceptional needs shall be admitted first. If there is no family of the same income ranking with a child with exceptional needs, the family with the same income ranking that has been on the waiting list the longest shall be admitted first.

When not all of the children in a family are certified based on child protective services, the other children or the parents in the family must meet both eligibility and need criteria as specified in sections I.B and I.C

above prior to enrollment and shall be admitted in accordance with priorities specified above.

Except for situations where not all of the children in a family are certified based on child protective services, a family that has a child or children enrolled in a program shall be allowed to enroll additional children provided there exists an appropriate program opening such as infant care or services to school age care children in which to enroll the child.

Contractors shall not deny service to nor assign a lower priority to a family that needs less than full-time services.

Contractors shall participate in and use the county centralized eligibility list in accordance with admission priorities. Contractors shall contact applicants in order of priority from the centralized eligibility list as vacancies occur.

A contractor operating a campus child care and development program pursuant to *Education Code* Section 66060, migrant child care and development program operating on a seasonal basis pursuant to 8230, or a program serving severely disabled children pursuant to subdivision (d) of EC Section 8250 may utilize a waiting list developed at its local site to fill vacancies of its specific population in accordance with admission priorities. Campus cChild care and development program contractors described in this paragraph shall submit information to the centralized eligibility list administrator, on any parent seeking subsidized child care for whom the program is not able to provide child care and development services.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: C2AP-8071

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 2

PROJECT NUMBER: 50-2250-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the CalWORKs STAGE 2 CHILD CARE AND DEVELOPMENT FUND - FUNDING TERMS AND CONDITIONS (FT&C - available on line at http://www.cde.ca.gov/fg/aa/cd/), the CURRENT APPLICATION and the current county CalWORKs Stage 2 Implementation Plan which are by this reference incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient 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 obligation under this contract.

This contract is effective from July 01, 2008 through June 30, 2009. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for the Maximum Reimbursable Amount (MRA) of \$8,250,000.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 251

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.

APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL

BY: [Signature] 6/23/08

Exhibit A, Standard Provisions for State Contracts attached.

Table with 2 columns: STATE OF CALIFORNIA and CONTRACTOR. Rows include BY (AUTHORIZED SIGNATURE), PRINTED NAME OF PERSON SIGNING, and TITLE.


Table with 3 columns: AMOUNT ENCUMBERED BY THIS DOCUMENT, PROGRAM/CATEGORY (CODE AND TITLE), and FUND TITLE. Includes sub-tables for PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT, ITEM, and OBJECT OF EXPENDITURE (CODE AND TITLE).

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

CONTRACT NUMBER: C2AP-8071

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 165,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal	APPROVED UPON ENACTMENT OF BUDGET ACT	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13880-2250	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 165,000	ITEM 30.10.020.011 6100-196-0890	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 8,085,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23367-2250			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 8,085,000	ITEM 30.10.020.011 6100-196-0001	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590			

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 SEP 02 2008	

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- 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 contract 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 contract.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code* 10296) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **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).
6. **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.
7. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

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.

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.

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 preceding 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.

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)

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 #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY
 6/23/08



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: C3AP-8070

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 3

PROJECT NUMBER: 50-2250-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the CalWORKs STAGE 3 (Time Out) CHILD CARE AND DEVELOPMENT FUND - FUNDING TERMS AND CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) AND THE CURRENT APPLICATION which are by this reference incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon availability of sufficient 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 obligation under this contract.

This contract is effective from July 01, 2008 through June 30, 2009. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for the Maximum Reimbursable Amount (MRA) of \$2,764,555.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 251

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.

APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL

BY [Signature] 7/23/08

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE) <i>Margie Burke</i>		BY (AUTHORIZED SIGNATURE) <i>Christine C. Applegate</i>	
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Christine C. Applegate - Director	
TITLE Manager, Contracts & Purchasing Svcs		ADDRESS P.O. Box 42 Modesto, CA 95353-0042	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,764,555	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,764,555	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE SEP 02 2008	

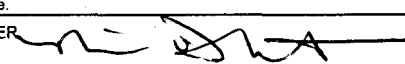
CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

CONTRACT NUMBER: C3AP-8070

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,041,135	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal			APPROVED UPON ENACTMENT OF BUDGET ACT
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13881-2250	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,041,135	ITEM 30.10.020.012 6100-196-0890	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 453,739	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal			APPROVED UPON ENACTMENT OF BUDGET ACT
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14529-2250	FC# 93.596	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 453,739	ITEM 30.10.020.012 6100-196-0890	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,269,681	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			APPROVED UPON ENACTMENT OF BUDGET ACT
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23024-2250				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,269,681	ITEM 30.10.020.012 6100-196-0001	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6042 Rev-8590				

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 	

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- 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 contract 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 contract.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **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).
6. **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.
7. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

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.

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.

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 preceding 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.

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)

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

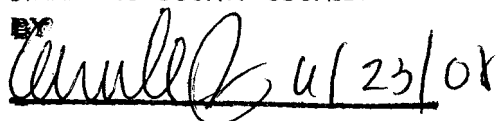
As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

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 #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY  4/23/08



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

Amendment 01

DATE: July 01, 2008

CONTRACT NUMBER: C3AP-8070

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 3

PROJECT NUMBER: 50-2250-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES FT& C Change

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

This agreement with the State of California dated July 01, 2008 designated as number C3AP-8070 shall be amended in the following particulars but no others:

The 2008/09 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2008/09 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$2,764,555.00 (no change).

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement shall be 251. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Handwritten signature and date: 3/10/09

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, and financial details like amount encumbered and program category.

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

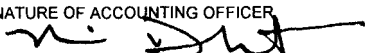
CONTRACT NUMBER: C3AP-8070

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 1,041,135	(OPTIONAL USE)0656 13881-2250	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,041,135	ITEM 30.10.020.012 6100-196-0890	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 453,739	(OPTIONAL USE)0656 14529-2250	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 453,739	ITEM 30.10.020.012 6100-196-0890	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
OBJECT OF EXPENDITURE (CODE AND TITLE) ⁵⁰⁶² 702 SACS: Res- Rev- 8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,269,681	(OPTIONAL USE)0656 23024-2250			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,269,681	ITEM 30.10.020.012 6100-196-0001	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6042 Rev-8590				

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 APR - 3 2009	

**CHILD CARE AND DEVELOPMENT
2008/2009 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type: **C3AP**

Note: The page numbers cited may be a few pages off.

Amend Section I., DEFINITIONS as follows (p.2)

“Adjusted monthly income” means total countable income ~~as ad defined in subdivision (e)~~ below, minus verified child support payments paid by the parent whose child is receiving child development services, excluding the non-countable income listed below:

1. Earnings of a child under age 18 years;
2. Loans;
3. Grants or scholarships to students for educational purposes other than any balance available for living costs;
4. Food stamps or other food assistance;
5. Earned Income Tax Credit or tax refund;
6. GI Bill entitlements, hardship duty pay, hazardous duty pay, hostile fire pay, or imminent danger pay;
7. Adoption assistance payments received pursuant to *Welfare and Institutions Code* Section 16115 et seq.;
8. Non-cash assistance or gifts;
9. All income of any individual counted in the family size who is collecting federal Supplemental Security Income (SSI) or State Supplemental Program (SP) benefits;
10. Insurance or court settlements including pain and suffering and excluding lost wages and punitive damages;
11. Reimbursements for work-required expenses such as uniforms, mileage, or per diem expenses for food and lodging;
12. Business expenses for self-employed family members;

13. When there is no cash value to the employee, the portion of medical and/or dental insurance documented as paid by the employer and included in gross pay; and
14. Disaster relief grants or payments, except any portion for rental assistance or unemployment.

~~“Earned” (for Alternative Payment programs) means net reimbursable program costs consisting of direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds if the interest is spent on reimbursable costs for additional services, plus actual and allowable reimbursable administrative (limited to 15 percent) and support services costs of which combined cannot exceed 23.4567 of the total contract amount.~~

“Earned” (for Alternative Payment programs) means reimbursement shall include the cost of child care paid to child care providers plus the actual administrative and support services cost of the alternative payment program. The total cost for administration and support services shall not exceed an amount equal to 19 percent (19%) of the total contract amount. The administrative costs shall not exceed the cost allowable for administration under federal requirements.

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

Amend Section V.K, CalWORKs Stage 3 Alternative Payment Program, Costs, Earnings and Reimbursement, Determination of Reimbursable Amount as follows (p. 37):

K. Determination of Reimbursable Amount

Alternative Payment type programs 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; or
2. The amount earned, that are which is reimbursable expenditures of:
 - a. Direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds; and
 - b. Actual administrative and support costs related to child care services provided, which combined cannot exceed the allowable percentage of the total contract amount

Amend Section I.A, CalWORKs Stage 3 Alternative Payment Program Requirements, General Requirements as follows (p. 52):

A. General Requirements

To receive subsidized child care and development services, families shall meet eligibility and need criteria as specified in Sections II.B and II.C below. In addition to meeting eligibility and need requirements, to be eligible for services the child's parent(s) must in the State of California. Evidence of a street address or post office address in California will be sufficient to establish residency. A Person identified as homeless pursuant to Section I, Definition of "Homeless" is exempted from this requirement and shall submit a declaration of intent to reside in California.

The governing board of a school district, community college district, or a county superintendent of schools may accommodate children residing outside the district boundaries in accordance with *Education Code* 8322(a). The determination of eligibility shall be without regard to the immigration status of the child or the child's parent(s) unless the child or the child's parent(s) is under a final order of deportation from the United States Department of Justice.

Children who have reached their thirteenth (13th) birthday are ineligible for subsidized services except those children with exceptional needs may be served to age twenty-one (21). Children with exceptional needs shall also meet the criteria for that age group specified in *Education Code* Section 56026 and *California Code of Regulations*, Title 5, sections 3030 and 3031.

Amend Section I.B, CalWORKs Stage 3 Alternative Payment Program Requirements, Eligibility Criteria as follows (p. 52):

B. Eligibility Criteria

1. A family is eligible to receive CalWORKs Stage 3 child care services if all of the following conditions are met:
 - a. The family is income eligible,
 - b. The adult or minor teen parent is responsible for the care of the child needing child care, and
 - c. The adult or minor teen parent is:
 - 2-1. A former cash aid recipient and is in the 24th month of eligibility for CalWORKs Stage 1 and/or 2 after leaving CalWORKs cash aid; or

3.2. A diversion services recipient in the 24th month of eligibility for CalWORKs Stage 1 and/or 2 child care, or

2. The family is homeless
3. The family has a child who is at risk of abuse, neglect, or exploitation, or receiving child protective services through the county welfare department
4. A child living in the household of the eligible family or minor teen parent may receive CalWORKs Stage 3 child care services if he/she is:
 - a. A son or daughter of the eligible family
 - b. Receiving foster care benefits, federal SSI or SSP benefits
 - c. The responsibility of the adult to support and lack of child care would result in the adult not working or participating in a work activity

Unlike Stages 1 and 2, there is no time limit for families enrolled in Stage 3. Families remain eligible as long as the family is income eligible and the child is age eligible.

Amend Section I.C, CalWORKs Stage 3 Alternative Payment Program Requirements, Need Criteria as follows (p. 53):

C. Need Criteria

Need shall be established by 1 or 2 below as follows:

1. Child protective services or at risk of abuse, neglect, or exploitation as defined in the Definitions Section.
- 1.2. ~~The parent(s) (including custodial adults and guardians) and any other adult counted in the family size are any of the following:~~
 - a. ~~Employed — If the parent (or other adult counted in the family size) works in the home, the nature of the work must preclude the supervision of the family's children. Family child care providers are not eligible for subsidized services because their work does not preclude the supervision of their own children. However, the children of family child care providers may be served in the state Preschool program. Services may also be provided in order for the parent to accept work (the parent has received a firm commitment from an employer that he/she will be employed within the next two weeks) or between employment (the parent is temporarily not working but has a firm commitment of~~

employment or reemployment within the next thirty (30) days) if necessary to ensure the availability of care when work commences.

- b. Seeking employment — Families may use up to sixty (60) working days during the fiscal year for seeking employment. (Note that “working days” applies to days the family receives subsidized services.)
- c. Participating in a job training vocational training and education program leading directly to a recognized trade, paraprofession or profession. The job training and education program plan shall be reviewed by the contractor at the beginning of each subsequent semester or quarter to determine that progress is being made toward the vocational goal specified in the certification and eligibility documents.
- d. Family is homeless and seeking permanent housing for family stability. Participating in job retention services as approved by county welfare department.
- e. Incapacitated.

3. Subsidized child care and development services shall only be available to the extent to which:

- a. The parent meets a need criterion as specified in Section C. 2 above that precludes the provision of care and supervision of the family’s child for some of the day;
- b. There is no parent in the family capable of providing care for the family’s child during the time care is requested; and
- c. Supervision of the family’s child is not otherwise being provided by school or another person or entity.

If, after the family is enrolled, there is a need for care, not because of need criteria a. to e. above, but because the family has a child who is at risk of abuse, neglect or exploitation, or receiving child protective services, the family will be subject to the time limits as specified in *Education Code* Section 8263.

Amend Section I.E, CalWORKs Stage 3 Alternative Payment Program Requirements, Contents of Family Data File as follows (p. 55):

E. Contents of Family Data File

- 1. Contractors shall establish and maintain a family data file for each family receiving child care and development services.
- 2. The family data file shall contain a completed and signed application for services and the following records as applicable to

determine eligibility and need in accordance with Sections I.A, 1.B, and 1.C above:

- a. Documentation of income eligibility, including an income calculation worksheet;
 - b. Documentation of employment
 - c. Documentation of seeking employment;
 - d. Documentation of training;
 - e. Documentation of parental incapacity;
 - f. Documentation of child's exceptional needs;
 - g. Documentation of homelessness;
 - h. Documentation of seeking permanent housing for family stability;
 - i. Written referral from a legally qualified professional from a legal, medical, or social services agency, or emergency shelter for children at risk of abuse, neglect or exploitation;
 - j. Written referral from a county welfare department, child welfare services worker, certifying that the child is receiving protective services and the family requires child care and development services as part of the service case plan; and
 - k. For parents receiving cash assistance, documentation regarding the approved welfare to work plan or activity that may include documentation of days and hours of need; and
 - kl. If the parent of the child was on cash assistance, the date the parental cash aid was terminated.
3. A signed Child Care Data Collection Privacy Notice and Consent Form CD 9600A (Rev. 01/04) shall be included.
 4. Notice of Action, Application for Services and/or Recipient of Services shall be included.
 5. The family data file shall contain all child health and current emergency information required by California *Code of Regulations*, Title 22, Social Security, Division 12, Community Care Facilities Licensing Regulations with the following exception. Immunization records are not required to be in the family data file for children attending a public or private elementary school or for children receiving care in licensed facilities and reimbursed pursuant to *Education Code* sections 8220 and 8350.

Amend Section I.F, CalWORKs Stage 3 Alternative Payment Program Requirements, Application for Services as follows (p. 56):

F. Application for Services

The application for services shall contain the following information:

1. The parent's (s') full name(s), address(es) and telephone number(s)
2. The names and birth dates of all children under the age of eighteen (18) in the family, whether or not they are served by the program
3. The number of hours of care needed each day for each child
- ~~4. The names of other family members in the household related by blood, marriage or adoption~~
- ~~5.4.~~ The reason for needing child care and development services as specified in Section I.C above
- ~~6.5.~~ Family size and ~~adjusted monthly~~ income, if applicable
- ~~7.6.~~ Employment or training information for parent(s) including name and address of employer(s) or training institution(s) and days and hours of employment or training, if applicable
- ~~8.7.~~ Eligibility status as specified in Section I.B above
- ~~9.8.~~ The date the parent became ineligible for Stage 1 and/or Stage 2 child care because the family has fully exhausted the twenty-four (24) months of eligibility for subsidized child care in Stage 1 and/or Stage 2 after the parent became ineligible for aid
- ~~10.9.~~ The parent's signature and date of the signature
- ~~11.10.~~ The signature of the contractor's authorized representative certifying the eligibility

Amend Section I.K, CalWORKs Stage 3 Alternative Payment Program Requirements, Documentation of Employment as follows (p. 61):

K. Documentation of Employment

If the basis of need as specified in Section I.C above is employment of the parent(s), the ~~family data file shall contain~~ documentation of the parent(s) employment shall include the days and hours of employment. ~~The documentation of employment shall consist of one of the following:~~

1. If the parent has an employer, the documentation of need based on employment shall consist of one of the following:

- a. The pay stubs provided to determine income eligibility that indicate the days and hours of employment;
- b. When the provided pay stubs do not indicate the days and hours of employment, the contractor shall verify the days and hours of employment by doing one of the following:
 1. Secure an independent written statement from the employer;
 2. Telephone the employer and maintain a record;
 3. If the provided pay stubs indicate the total hours of employment per pay period and if the contractor is satisfied that the pay stubs have been issued by the employer, specify on the application for services the days and hours of employment to correlate with the total hours of employment and the parent's need;
 4. If the variability of the parent's employment is unpredictable and precludes the contractor from verifying specific days and hours of employment or work week cycles, specify on the application for services that the parent is authorized for a variable schedule for the actual hours worked, identifying the maximum number of hours of need based on the week with the greatest number of hours within the preceding four weeks and the verification pursuant to Sections 2. a. 1, 2, or 3 above. Until such time as the employment pattern becomes predictable, need for services shall be updated at least every four months and shall be based on the requirements of Section 2 above and the child care services utilized;
 5. If the employer refuses or is non-responsive in providing the requested information, record the contractor's attempts to contact the employer, and specify and attest on the application for services to the reasonableness of the days and hours of employment based on the description of the employment and community practice; or
 6. If the parent asserts in a declaration signed under penalty of perjury that a request for employer documentation would adversely affect the parent's employment, on the application for services:
 - i. Attest to the reasonableness of the parent's assertion; and

- ii. Specify and attest to the reasonableness of the days and hours of employment based on the description of the employment and community practice.
 - c. When the employed parent does not have pay stubs or other record of wages from the employer and has provided a self-certification of income, as defined in Section I, Definitions, the contractor shall assess the reasonableness of the days and hours of employment, based on the description of the employment and the documentation provided pursuant to Section H.1.c. above, and authorize only the time determined to be reasonable.
- 2. If the parent is self-employed, the documentation of need based on employment shall consist of the following:
 - a. Parent provided information that includes:
 - 1. A declaration of need under penalty of perjury that includes a description of the employment and an estimate of the days and hours worked per week;
 - 2. To demonstrate the days and hours worked, a copy of one or more of the following: appointment logs, client receipts, job logs, mileage logs, a list of clients with contact information, or similar records; and
 - 3. As applicable, a copy of a business license, a workspace lease, or a workspace rental agreement.
 - b. A statement by the contractor assessing the reasonableness of the total number of days and hours requested per week based on the description of the employment and the documentation provided pursuant to this section and Section H above. If the parent has unpredictable hours of employment, the contractor shall authorize the parent for a variable schedule not to exceed the number of hours determined to be needed per week. Need for services for unpredictable hours shall be updated at least every four months and shall be based on the requirements of Section K. 3. above. If the contractor has been unable to verify need based on the documentation provided, the contractor shall take additional action to verify self-employment that includes any one or more of the following:
 - 1. If the self-employment occurs in a rented space, contacting the parent's lessor or other person holding the right of possession to verify the parent's renting of

the space:

2. If the self-employment occurs in variable locations, independently verifying this information by contacting one or more clients whose names and contact information have been voluntarily provided by the parent; or
 3. Making other reasonable contacts or requests to determine the amount of time for self-employment.
- c. If the contractor is unable to make a reasonable assessment of the hours needed for self-employment after attempting to verify such hours and documenting the attempts, the contractor may divide the parent's self-employment income, as defined in Section I (q)(4), Definitions, by the applicable minimum wage. The resulting quotient shall be the maximum hours needed for employment per month.
3. For the instances identified in Section K.2.b. 1 through 5 and K. 3 above, the parent shall provide a release to enable the contractor to obtain the information it deems necessary to support the parent's asserted days and hours worked per week.
 4. If additional services are requested for travel time or sleep time to support employment, the contractor shall determine, as applicable, the time authorized for:
 - a. Travel to and from the location at which services are provided and the place of employment, not to exceed half of the daily hours authorized for employment to a maximum of four hours per day; or
 - b. Sleep, if the parent is employed anytime between 10:00 p.m. and 6:00 a.m., not to exceed the number of hours authorized for employment and travel between those hours.
- ~~1. Statement of wages which is attached to the check~~
 - ~~2. A written statement from the employer~~
 - ~~3. Documented telephone verification between the contractor's staff and the employer~~

Add Section I.L, CalWORKs Stage 3 Alternative Payment Program Requirements, Documentation of Employment in the Home or a Licensed Family Day Care Home as follows (p. 53):

- L. Documentation of Employment in the Home or a Licensed Family Day Care Home

The requirements of this section are in addition to those stated in Section K above.

If the parent's employment is in the family's home or on property that includes the family's home, the parent must provide justification for requesting subsidized child care and development services based on the type of work being done and its requirements, the age of the family's child for whom services are sought, and, if the child is more than five years old, the specific child care needs. The contractor shall determine and document whether the parent's employment and the identified child care needs preclude the supervision of the family's child.

If the parent is a licensed family day care home provider pursuant to Health and Safety Code Section 1596.78 or an individual license-exempt provider pursuant to Health and Safety Code Section 1596.792, subdivisions (d) or (f), the parent is not eligible for subsidized services during the parent's business hours because the parent's employment does not preclude the supervision of the family's child.

If the parent is employed as an assistant in a licensed large family day care home, pursuant to Health and Safety Code Section 1596.78(b), and is requesting services for the family's child in the same family day care home, the parent shall provide documentation that substantiates all of the following:

1. A copy of the family day care home license indicating it is licensed as a large family day care home;
2. A signed statement from the licensee stating that the parent is the assistant, pursuant to the staffing ratio requirement of California Code of Regulations, title 22, Section 102416.5(c);
3. Proof that the parent's fingerprints are associated with that licensed family day care home as its assistant, which the contractor may verify with the local community care licensing office; and
4. Payroll deductions withheld for the assistant by the licensee, which may be a pay stub.

Add Section I.M, CalWORKs Stage 3 Alternative Payment Program Requirements, Documentation of Seeking Employment; Service Limitations as follows (p. 62):

M. Documentation of Seeking Employment; Service Limitations

1. If the basis of need as stated on the application for services is seeking employment, the parent's period of eligibility for child care and development services is limited to 60 working days during the contract period, except as specified in Sections 4 and 5 below.

Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by the contractor and extend for consecutive working days.

2. Documentation of seeking employment shall include a written parental declaration signed under penalty of perjury stating that the parent is seeking employment. The declaration shall include the parent's plan to secure, change, or increase employment and shall identify a general description of when services will be necessary.
3. The contractor shall determine the number of working days available for seeking employment and the child care schedule, which may be a variable schedule, based on the documentation. During the period of authorization and if necessary to verify need, the contractor may request that the parent provide, no more than once a week, a description of the activities he or she has undertaken during the previous week to seek employment and, as appropriate, may require additional documentation.
4. If the Governor declares a state of emergency and if the factual basis for the Governor's declaration indicate that opportunities for employment have temporarily diminished to such a degree that parents cannot be reasonably expected to find employment within 60 working days of diligent searching, the State Superintendent of Public Instruction (SSPI) may investigate to determine whether the 60-working-days limitation described in paragraph (a) should be suspended. If the SSPI determines that it is in the public interest to do so, he or she may, by order, suspend the 60-working-days limitation on eligibility during the period of the emergency or for a lesser time. The scope of the suspension, including the geographic areas and the persons affected, and its duration, shall be no more than necessary to respond to the emergency as determined in the SSPI's investigation, and shall be specifically described in the SSPI's order. If a parent's services for seeking employment were exhausted after an emergency was declared and before the SSPI suspends the eligibility limitation, the contractor may re-authorize services for seeking employment in accordance with the conditions specified in the SSPI's order.
5. If the parent has concurrently received services based on employment or vocational training for at least 20 working days while receiving services for seeking employment, eligibility for seeking employment may be extended for an additional 20 working days. For such a parent, services for this purpose shall not exceed 80 working days during the contract period.
6. If services for this purpose are discontinued, the number of working

days remaining in the period of eligibility shall be available for a subsequent period of eligibility during the contract period.

7. As used in this section, the working days used to determine the period of eligibility shall include the consecutive Mondays through Fridays, excluding any federal holidays.

Amend Section I.N, CalWORKs Stage 3 Alternative Payment Program Requirements, Documentation of Training toward Vocational Goals; Service Limitations as follows (p. 62):

L.N. Documentation of Vocational Training toward Vocational Goals; Service Limitations

1. If the basis of need on the application for services is as specified in Section I.C above is vocational training leading to a recognized trade, paraprofession, or profession, child care and development services shall be limited, except as provided in Section 12. below, to whichever expires first the documentation in the family data file shall include:
 - a. Six years from the initiation of services pursuant to this section; or
 - b. Twenty four semester units, or its equivalent, after the attainment of a Bachelor's Degree.
2. The parent shall provide documentation of the days and hours of vocational training to include:
 - a. A statement of the parent's vocational goal;
 - b. The name of the training institution that is providing the vocational training;
 - c. The dates that current quarter, semester, or training period, as applicable, will begin and end;
 - d. A current class schedule that is either an electronic print-out from the training institution of the parent's current class schedule or, if unavailable, a document that includes all of the following:
 1. The classes in which the parent is currently enrolled;
 2. The days of the week and times of day of the classes; and
 3. The signature or stamp of the training institution's registrar.

- e. The anticipated completion date of all required training activities to meet the vocational goal; and
 - f. Upon completion of a quarter, semester, or training period, as applicable, a report card, a transcript, or, if the training institution does not use formal letter grades, other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section 6 below.
3. A parent shall report any change in his or her class schedule related to the days and times of any class, including a withdrawal from a class, within five calendar days of requesting the change from the institution.
 4. Services may be provided for classes related to the General Education Development (GED) test or English language acquisition if such courses support the attainment of the parent's vocational goal.
 5. On-line or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour a week for each unit. The parent shall provide a copy of the syllabus or other class documentation and, as applicable, the Web address of the on-line program. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.
 6. Continuation of services based on training is contingent upon making adequate progress. To make progress each quarter, semester, or training period, as applicable, the parent shall, in the college classes, technical school, or apprenticeship for which subsidized care is provided:
 - a. In a graded program, earn a 2.0 grade point average; or
 - b. In a non-graded program, pass the program's requirements in at least 50 percent of the classes or meet the training institution's standard for making adequate progress.
 7. The first time the parent does not meet the condition in Section 6 above, the parent may continue to receive services for one additional quarter, semester, or training period, as applicable, to improve the parent's progress. At the conclusion of that session, the parent shall, in the classes for which subsidized care was provided, have made adequate progress pursuant to Section 6. above. If the parent has not made adequate progress pursuant to Section 6. above, services for this purpose shall be:
 - a. Terminated; and

- b. Available to the parent, to the extent provided by Section 1. above, after six months from the date of termination.
- 8. No later than ten calendar days after the training institution's release of progress reports for the quarter, semester, or vocational training period, as applicable, the parent shall provide the contractor with a copy of the parent's official progress report. As it deems appropriate, the contractor may require the parent to:
 - a. Have an official copy of a progress report sent directly from the training institution to the contractor; or
 - b. Provide a release, as may be required by the training institution, to enable the contractor to verify the parent's progress with the institution.
- 9. A parent may change his or her vocational goal, but services shall be limited to the time or units remaining from the initiation of the provision of services for vocational training as specified in Section 1. above.
- 10. The contractor shall determine the days and hours needed per week, and whether the parent is making progress, based on the documentation. The contractor may request that the parent provide a publication from the training institution describing the classes required to complete the parent's vocational goal.
- 11. If additional services are requested for study time or travel time to support the vocational training, the contractor shall determine, as appropriate, the amount of services needed for:
 - a. Travel to and from the location at which services are provided and the training location, not to exceed half of the weekly hours authorized for training to a maximum of four hours per day; or
 - b. Study time, including study time for on-line and televised instructional classes, according to the following:
 - 1. Two hours per week per academic unit in which the parent is enrolled;
 - 2. On a case-by-case basis and as may be confirmed with the class instructor, additional time not to exceed one hour per week per academic unit in which the parent is enrolled; and
 - 3. On a case-by-case basis, no more than the number of class hours per week for non-academic or non-unit bearing training.

12. The service limitations specified in Section 1. above shall not apply to a parent who demonstrates he or she is:

- a. As of June 27, 2008, receiving services for vocational training and has attained a Bachelor's Degree;
- b. Receiving services from a program operating pursuant to Education Code Section 66060;
- c. Attending vocational training when the parent has been deemed eligible for rehabilitation services by the California Department of Rehabilitation; or
- d. Attending retraining services available through the Employment Development Department of the State or its contractors due to a business closure or mass layoff.

- ~~1. Name of the school or organization where training is received~~
- ~~2. Dates that current training activities will begin and end~~
- ~~3. A statement of the parent's(s') vocational training goal(s)~~
- ~~4. The anticipated completion date(s) of all required training activities to meet the vocational goal~~
- ~~5. Class schedule which includes:
 - ~~a. The courses that the parent is currently enrolled in~~
 - ~~b. Day(s) of the week and time(s) of day of the courses~~
 - ~~c. Signature of parent along with the date the application was signed~~
 - ~~d. Signature or stamp of the training institution's registrar~~~~
- ~~6. Report cards, transcripts or other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section I.K.3 above~~

Amend Section I.O, CalWORKs Stage 3 Alternative Payment Program Requirements, Documentation of Parental Incapacity; Service Limitations as follows (p. 62):

M.O. Documentation of Parental Incapacity; Service Limitations

- 1. If the basis of need as stated on the application for services is parental incapacity, child care and development services shall not exceed 50 hours per week.
- 2. Documentation shall include a release signed by the incapacitated parent authorizing a legally qualified health professional to disclose information necessary to establish that the parent meets the definition of incapacity, pursuant to Section I, Definitions, and needs services.
- 3. The documentation of incapacitation provided by the legally qualified health professional shall include:

- a. A statement that the parent is incapacitated, that the parent is incapable of providing care and supervision for the child for part of the day, and, if the parent is physically incapacitated, that identifies the extent to which the parent is incapable of providing care and supervision;
 - b. The days and hours per week that services are recommended to accommodate the incapacitation, taking into account the age of the child and the care needs. This may include time for the parent's regularly scheduled medical or mental health appointments;
 - c. The probable duration of the incapacitation; and
 - d. The name, business address, telephone number, professional license number, and signature of the legally qualified health professional who is rendering the opinion of incapacitation and, if applicable, the name of the health organization with which the professional is associated.
4. The contractor may contact the legally qualified health professional for verification, clarification, or completion of the provided statement.
 5. The contractor shall determine the days and hours of service based on the recommendation of the health professional and consistent with the provisions of this article.

~~If the basis of need as specified in Section I.G above is parental incapacity, the family data file shall contain documentation of the parent's(s') incapacitation provided by a legally qualified professional. The documentation of incapacitation shall include:~~

- ~~1. A description of the nature of the incapacitation~~
- ~~2. The probable duration of the incapacitation~~
- ~~3. A statement that the parent's(s') incapacitation prevents the parent(s) from caring for the child for some part of the day~~
- ~~4. The number of hours that child care is needed each day because of the incapacitation~~
- ~~5. The name, address, telephone number and signature of the legally qualified professional who is rendering the opinion of incapacitation~~

Amend Section I.Q, CalWORKs Stage 3 Alternative Payment Program Requirements, Documentation of Homelessness as follows (p. 63):

O.Q. Documentation of Homelessness

~~If the basis of eligibility as specified in Section I.B above~~ specified in EC Section 8263(a)(1) is homelessness, the family data file shall include

documentation of homelessness. The documentation of homelessness shall include:

1. A written referral from an emergency shelter or other legal, medical or social service agency; or
2. A written parental declaration that the family is homeless and a statement describing the family's current living situation.

Add Section I.R, CalWORKs Stage 3 Alternative Payment Program Requirements, Documentation of Seeking Permanent Housing; Service Limitations as follows (p. 64):

R. Documentation of Seeking Permanent Housing; Service Limitations

1. If the basis of need as stated on the application for services seeking permanent housing for family stability, the parent's of eligibility for child care and development services is limited to 60-working-days during the contract period, except as specified below. Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by the contractor and extend for consecutive working days.
2. Documentation of seeking permanent housing shall include a written parental declaration signed under penalty of perjury that the family is seeking permanent housing. The declaration shall include the parent's search plan to secure a fixed, regular, and adequate residence and shall identify a general description of when services will be necessary. If the family is residing in a shelter, services may also be provided while the parent attends appointments or activities necessary to comply with the shelter participation requirements.
3. The contractor shall determine the number of weeks available for seeking permanent housing and the child care schedule, which may be a variable schedule, based on the documentation. During the period of authorization and if necessary to verify need, the contractor may request that the parent provide, no more than once a week, either a declaration signed under penalty of perjury describing the activities the parent has undertaken during the previous week to seek permanent housing or a signed statement from the shelter, transitional housing agency, or homeless support program regarding the parent's search progress to date.
4. If the parent does not expect to secure housing prior to the end of the eligibility period:
 - a. The parent may request an extension in a declaration of need signed under penalty of perjury that includes an update of the parent's search plan and either a description of the

activities undertaken during the previous week to seek permanent housing or a signed statement from the shelter, transitional housing agency, or homeless support program indicating the parent's continued need for services; and

- b. The contractor may authorize an extension of search eligibility for up to 20 additional working days.
5. If services for this purpose are discontinued, the number of working days remaining in the period of eligibility shall be available for a subsequent period of eligibility during the contract period.
6. As used in this section, the working days used to determine the period of eligibility shall include the consecutive Mondays through Fridays, excluding any federal holidays.

Amend Section II.A, CalWORKs Stage 3 Alternative Payment Program Requirements, Limited Service Leave Requirements as follows (p. 65):

II. LIMITED TERM SERVICE LEAVE REQUIREMENTS

- A. If the family will temporarily not have a need for subsidized child care and development services as specified in Section I.C above, the contractor may grant the family a limited term service leave. Reasons for a limited term service leave shall include medical leave and family leave, and may include, but are not limited to, break in employment, school break, the child's visit with the non-custodial parent that is not ordered by the court, or family vacation in excess of best interest days as specified in Section VI. D. Family leave means a leave:
 1. For the birth and care of the newborn child of the parent,
 2. For placement with the parent of a child for adoption or foster care, and
 3. To care for the parent's child, spouse, or parent who has a health condition.
- B. If the contractor offers limited term service leaves, the contractor:
 1. Shall provide equal access to limited term service leaves; and
 2. May set a limit on the number of leaves to be granted in a contract year based on an assessment of contract resources pursuant to California Code of Regulations, Title 5, Section 18054.
- C. If the contractor grants a limited term service leave:
 1. The family shall not be disenrolled from the program;
 2. The service agreement with the parent shall indicate that no

services will be provided during the limited term service leave; and

3. The contractor shall not report the child as enrolled nor claim reimbursement from the California Department of Education while the child is on a limited term service leave.

D. A limited term service leave shall not exceed 12 consecutive weeks in duration, except as specified in Sections E and F below.

E. A limited term service leave from employment or training shall not exceed 16 consecutive weeks in duration if the leave is for:

1. A medical or family leave; or

2. A period when the vocational training program is not in spring, fall, or winter sessions.

F. A limited term service leave may be granted for any portion of the contract period in which a child is attending an After School Education and Safety Program, pursuant to Education Code Sections 8482 et seq., or a federal 21st Century Community Learning Centers program, as referenced in Education Code Sections 8484.7 et seq.

If the contractor grants a limited term service leave:

~~A. The family shall not be disenrolled from the program;~~

~~B. The service agreement with the parent shall indicate that no services will be provided during the limited term service leave; and~~

~~C. The contractor shall not report the child as enrolled nor claim reimbursement from the CDE while the child is on a limited term service leave.~~

~~A limited term service leave shall not exceed twelve (12) consecutive weeks in duration except when the parent is on a maternity or a medically related leave absence from their employment or training. Maternity or medical limited term service leaves shall not exceed sixteen (16) consecutive weeks in duration.~~

~~If the contractor grants limited term service leaves, the contractor shall establish and implement a policy regarding the criteria for approval of requests for limited term service leaves.~~

Amend Table of Contents, CalWORKs Stage 3 – Alternative Payment Program Requirements, Section I, Eligibility and Need Criteria and Documentation as follows (p. iii):

L. Documentation of Employment in the Home or a Licensed Family Day Care Home

M. Documentation of Seeking Employment; Service Limitations

- ~~L.N.~~ Documentation of Vocational Training toward Vocational Goals: Service Limitations
- ~~M.O.~~ Documentation of Parental Incapacity; Service Limitations
- ~~N.P.~~ Documentation of Child's Exceptional Need
- ~~O.Q.~~ Documentation of Homelessness
- ~~R.~~ Documentation of Seeking Permanent Housing; Service Limitations
- ~~P.S.~~ Documentation of Child Protective Services
- ~~Q.T.~~ Documentation of At Risk of Abuse, Neglect, or Exploitation
- ~~R.U.~~ Updating the Application
- ~~S.V.~~ Recertification

Revise the Table of Contents, CalWORKs Stage 3 – Alternative Payment Program Requirements, Section I, Eligibility and Need Criteria and Documentation as follows (p. iii):

- L. Documentation of Employment in the Home or a Licensed Family Day Care Home
- M. Documentation of Seeking Employment; Services Limitations
- N. Documentation of Training towards Vocational Goals; Service Limitations
- O. Documentations of Parental Incapacity; Service Limitations
- P. Documentation of Child's Exceptional Needs
- Q. Documentation of Homelessness
- R. Documentation of Seeking Permanent Housing; Service Limitation
- S. Documentation of Child Protective Services
- T. Documentation of At Risk of Abuse, Neglect or Exploitation
- U. Updating the Application
- V. Recertification



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

Amendment 01

DATE: July 01, 2008

CONTRACT NUMBER: C2AP-8071

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 2

PROJECT NUMBER: 50-2250-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

FT& C Change

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

This agreement with the State of California dated July 01, 2008 designated as number C2AP-8071 shall be amended in the following particulars but no others:

The 2008/09 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2008/09 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$8,250,000.00 (no change).

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement shall be 251. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Handwritten signature and date 7/10/09

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Christine C. Applegate, and a table for financial details like AMOUNT ENCUMBERED BY THIS DOCUMENT and PROGRAM/CATEGORY.

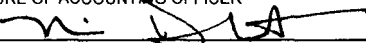
CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

CONTRACT NUMBER: C2AP-8071

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 165,000	(OPTIONAL USE)0656 13880-2250	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 165,000	ITEM 30.10.020.011 6100-196-0890	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 8,085,000	(OPTIONAL USE)0656 23367-2250			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 8,085,000	ITEM 30.10.020.011 6100-196-0001	CHAPTER 268	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590			

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 APR - 3 2009	

ATTACHMENT A

CHILD CARE AND DEVELOPMENT 2008/2009 LANGUAGE CHANGES TO THE FUNDING TERMS AND CONDITIONS (FT&C)

These changes apply to the FT&C for the following contract type: **C2AP**

Note: The page numbers cited may be a few pages off.

Amend Section I., DEFINITIONS as follows (p.2)

"Adjusted monthly income" means total countable income as ~~ad~~ defined in ~~subdivision (q)~~ below, minus verified child support payments paid by the parent whose child is receiving child development services, excluding the non-countable income listed below:

1. Earnings of a child under age 18 years;
2. Loans;
3. Grants or scholarships to students for educational purposes other than any balance available for living costs;
4. Food stamps or other food assistance;
5. Earned Income Tax Credit or tax refund;
6. GI Bill entitlements, hardship duty pay, hazardous duty pay, hostile fire pay, or imminent danger pay;
7. Adoption assistance payments received pursuant to *Welfare and Institutions Code* Section 16115 et seq.;
8. Non-cash assistance or gifts;
9. All income of any individual counted in the family size who is collecting federal Supplemental Security Income (SSI) or State Supplemental Program (SP) benefits;
10. Insurance or court settlements including pain and suffering and excluding lost wages and punitive damages;
11. Reimbursements for work-required expenses such as uniforms, mileage, or per diem expenses for food and lodging;
12. Business expenses for self-employed family members;
13. When there is no cash value to the employee, the portion of medical and/or dental insurance documented as paid by the employer and included in gross pay; and

14. Disaster relief grants or payments, except any portion for rental assistance or unemployment.

~~“Earned” (for Alternative Payment programs) means net reimbursable program costs consisting of direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds if the interest is spent on reimbursable costs for additional services, plus actual and allowable reimbursable administrative (limited to 15 percent) and support services costs of which combined cannot exceed 23.4567 of the total contract amount.~~

“Earned” (for Alternative Payment programs) means reimbursement shall include the cost of child care paid to child care providers plus the actual administrative and support services cost of the alternative payment program. The total cost for administration and support services shall not exceed an amount equal to 19 percent (19%) of the total contract amount. The administrative costs shall not exceed the cost allowable for administration under federal requirements.

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

Section V. Subcontracts shall be amended as follows (p. 27):

V.IV. SUBCONTRACTS

Amend Section V.K, CaWORKs Stage 2 Alternative Payment Program, Costs, Earnings and Reimbursement, Determination of Reimbursable Amount as follows (p. 34):

K. Determination of Reimbursable Amount

Alternative Payment type programs 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; or
2. The amount earned, that are which is reimbursable expenditures of:
 - a. Direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds; and
 - b. Actual administrative and support costs related to child care services provided, which combined cannot exceed the allowable percentage of the total contract amount

Amend Section I.A, CalWORKs Stage 2 Alternative Payment Program Requirements, General Requirements as follows (p. 49):

A. General Requirements

To receive subsidized child care and development services, families shall meet eligibility and need criteria as specified in Sections II.B and II.C below. In addition to meeting eligibility and need requirements, to be eligible for services the child's parent(s) must in the State of California. Evidence of a street address or post office address in California will be sufficient to establish residency. A person identified as homeless pursuant to Section I, Definition of "Homeless" is exempted from this requirement and shall submit a declaration of intent to reside in California.

The governing board of a school district, community college district, or a county superintendent of schools may accommodate children residing outside the district boundaries in accordance with *Education Code* 8322(a). The determination of eligibility shall be without regard to the immigration status of the child or the child's parent(s) unless the child or the child's parent(s) is under a final order of deportation from the United States Department of Justice.

Children who have reached their thirteenth (13th) birthday are ineligible for subsidized services except those children with exceptional needs may be served to age twenty-one (21). Children with exceptional needs shall also meet the criteria for that age group specified in *Education Code* Section 56026 and *California Code of Regulations, Title 5, sections 3030 and 3031*.

Amend Section I.C, CalWORKs Stage 2 Alternative Payment Program Requirements, Need Criteria as follows (p. 50):

C. Need Criteria

1. At the time of enrollment for Stage 2, for families still receiving aid, the parent must need services because of participation in an approved work activity and any other adult counted in the family size must meet one of the following:

4a. ~~Employed. If the parent (or other adult counted in the family size) works in the home, the nature of the work must preclude the supervision of the family's children. Family child care providers are not eligible for subsidized services because their work does not preclude the supervision of their own children. However, the children of family child care providers may be served in the State Preschool program.~~

~~Services may also be provided in order for the parent to accept work (the parent has received a firm commitment from an employer that he/she will be employed within the next two weeks) or between employments (the parent is temporarily not working but has a firm commitment of employment or re-employment within the next thirty days) if necessary to ensure the availability of care when work commences.~~

- ~~2b. Seeking employment. Families may use up to sixty (60) working days during the fiscal year for seeking employment. (Note that "working days" applies to days the family receives subsidized services.)~~
- ~~3c. Vocational training. Participating in a job vocational training and education program leading directly to a recognized trade, paraprofession or profession. The job training and education program plan shall be reviewed by the contractor at the beginning of each subsequent semester or quarter to determine that progress is being made toward the vocational goal specified in the certification and eligibility documents.~~
- ~~4d. Participating in job retention services as approved by the county welfare department.—Family is homeless and seeking permanent housing for family stability.~~
- ~~5e. Incapacitated.~~

If the family is no longer receiving aid, the parent and any other adult counted in the family size must meet one of the above criteria as long as the family continues to be otherwise eligible. If, after the family is enrolled, the need for child care is based on child protective services, the family must be transferred to a non-CalWORKs program as soon as a vacancy occurs.

- 2. Subsidized child care and development services shall only be available to the extent to which:
 - a. The parent meets a need criterion as specified in Section C. 2 above that precludes the provision of care and supervision of the family's child for some of the day;
 - b. There is no parent in the family capable of providing care for the family's child during the time care is requested; and
 - c. Supervision of the family's child is not otherwise being provided by school or another person or entity.

If, after the family is enrolled, there is a need for care, not because of need criteria a. to e. above, but because the family has a child who is at risk of abuse, neglect or exploitation, or receiving child protective services, the family will be subject to the time limits as specified in *Education Code Section 8263.*

Amend Section I.E, CalWORKs Stage 2 Alternative Payment Program Requirements, Contents of Family Data File as follows (p. 53):

E. Contents of Family Data File

1. Contractors shall establish and maintain a family data file for each family receiving child care and development services. For families transferring from Stage 1 to another Stage 2 agency, the contractor shall establish documentation within six (6) months of date the family transferred.
2. The family data file shall contain a completed and signed application for services and the following records as applicable to determine eligibility and need in accordance with Sections I.A, 1.B, and 1.C above:
 - a. Documentation of income eligibility, including an income calculation worksheet;
 - b. Documentation of employment
 - c. Documentation of seeking employment;
 - d. Documentation of training;
 - e. Documentation of parental incapacity;
 - f. Documentation of child's exceptional needs;
 - g. Documentation of homelessness;
 - h. Documentation of seeking permanent housing for family stability;
 - i. Written referral from a legally qualified professional from a legal, medical, or social services agency, or emergency shelter for children at risk of abuse, neglect or exploitation;
 - j. Written referral from a county welfare department, child welfare services worker, certifying that the child is receiving protective services and the family requires child care and development services as part of the service case plan; and

- k. For parents receiving cash assistance, documentation regarding the approved welfare to work plan or activity that may include documentation of days and hours of need; and
 - kl. If the parent of the child was on cash assistance, the date the parental cash aid was terminated.
3. A signed Child Care Data Collection Privacy Notice and Consent Form CD 9600A (Rev. 01/04) shall be included.
 4. Notice of Action, Application for Services and/or Recipient of Services shall be included.
 5. The family data file shall contain all child health and current emergency information required by *California Code of Regulations*, Title 22, Social Security, Division 12, Community Care Facilities Licensing Regulations with the following exception. Immunization records are not required to be in the family data file for children attending a public or private elementary school or for children receiving care in licensed facilities and reimbursed pursuant to *Education Code* sections 8220 and 8350.

Amend Section I.F, CalWORKs Stage 2 Alternative Payment Program Requirements, Application for Services as follows (p. 54):

F. Application for Services

The application for services shall contain the following information:

1. The parent's (s') full name(s), address(es) and telephone number(s)
2. The names and birth dates of all children under the age of eighteen (18) in the family, whether or not they are served by the program
3. The number of hours of care needed each day for each child
4. ~~The names of other family members in the household related by blood, marriage or adoption~~
- ~~5.4.~~ The reason for needing child care and development services as specified in Section I.C above
- ~~6.5.~~ Employment or training information for parent(s) including name and address of employer(s) or training institution(s) and days and hours of employment or training, if applicable
- ~~7.6.~~ Eligibility status as specified in Section I.B above
- ~~8.7.~~ Family size and income, if applicable

~~9-8.~~ The date the family will timeout parent became ineligible for Stage 1 and/or Stage 2 child care because the family has fully exhausted the twenty-four (24) months of eligibility for subsidized child care in Stage 1 and/or Stage 2 after the parent became ineligible for aid

~~10-9.~~ The parent's signature and date of the signature

~~11-10.~~ The signature of the contractor's authorized representative certifying the eligibility

Amend Section I.K, CalWORKs Stage 2 Alternative Payment Program Requirements, Documentation of Employment as follows (p. 58):

K. Documentation of Employment

If the basis of need as specified in Section I.C above is employment of the parent(s), the ~~family data file shall contain~~ documentation of the parent(s) employment shall include the days and hours of employment. The ~~documentation of employment shall consist of one of the following:~~

1. If the parent has an employer, the documentation of need based on employment shall consist of one of the following:
 - a. The pay stubs provided to determine income eligibility that indicate the days and hours of employment;
 - b. When the provided pay stubs do not indicate the days and hours of employment, the contractor shall verify the days and hours of employment by doing one of the following:
 1. Secure an independent written statement from the employer;
 2. Telephone the employer and maintain a record;
 3. If the provided pay stubs indicate the total hours of employment per pay period and if the contractor is satisfied that the pay stubs have been issued by the employer, specify on the application for services the days and hours of employment to correlate with the total hours of employment and the parent's need;
 4. If the variability of the parent's employment is unpredictable and precludes the contractor from verifying specific days and hours of employment or work week cycles, specify on the application for services that the parent is authorized for a variable schedule for the actual hours worked, identifying the maximum number of hours of need based on the week with the greatest number of hours within the

preceding four weeks and the verification pursuant to Sections 2. a. 1, 2, or 3 above. Until such time as the employment pattern becomes predictable, need for services shall be updated at least every four months and shall be based on the requirements of Section 2 above and the child care services utilized;

5. If the employer refuses or is non-responsive in providing the requested information, record the contractor's attempts to contact the employer, and specify and attest on the application for services to the reasonableness of the days and hours of employment based on the description of the employment and community practice; or
 6. If the parent asserts in a declaration signed under penalty of perjury that a request for employer documentation would adversely affect the parent's employment, on the application for services:
 - i. Attest to the reasonableness of the parent's assertion; and
 - ii. Specify and attest to the reasonableness of the days and hours of employment based on the description of the employment and community practice.
 - c. When the employed parent does not have pay stubs or other record of wages from the employer and has provided a self-certification of income, as defined in Section I, Definitions, the contractor shall assess the reasonableness of the days and hours of employment, based on the description of the employment and the documentation provided pursuant to Section H.1.c. above, and authorize only the time determined to be reasonable.
2. If the parent is self-employed, the documentation of need based on employment shall consist of the following:
- a. Parent provided information that includes:
 1. A declaration of need under penalty of perjury that includes a description of the employment and an estimate of the days and hours worked per week;
 2. To demonstrate the days and hours worked, a copy of one or more of the following: appointment logs, client receipts, job logs, mileage logs, a list of clients with contact information, or similar records; and

3. As applicable, a copy of a business license, a workspace lease, or a workspace rental agreement.
- b. A statement by the contractor assessing the reasonableness of the total number of days and hours requested per week based on the description of the employment and the documentation provided pursuant to this section and Section H above. If the parent has unpredictable hours of employment, the contractor shall authorize the parent for a variable schedule not to exceed the number of hours determined to be needed per week. Need for services for unpredictable hours shall be updated at least every four months and shall be based on the requirements of Section K. 3. above. If the contractor has been unable to verify need based on the documentation provided, the contractor shall take additional action to verify self-employment that includes any one or more of the following:
 1. If the self-employment occurs in a rented space, contacting the parent's lessor or other person holding the right of possession to verify the parent's renting of the space;
 2. If the self-employment occurs in variable locations, independently verifying this information by contacting one or more clients whose names and contact information have been voluntarily provided by the parent; or
 3. Making other reasonable contacts or requests to determine the amount of time for self-employment.
 - c. If the contractor is unable to make a reasonable assessment of the hours needed for self-employment after attempting to verify such hours and documenting the attempts, the contractor may divide the parent's self-employment income, as defined in Section I (q)(4), Definitions, by the applicable minimum wage. The resulting quotient shall be the maximum hours needed for employment per month.
3. For the instances identified in Section K.2.b. 1 through 5 and K. 3 above, the parent shall provide a release to enable the contractor to obtain the information it deems necessary to support the parent's asserted days and hours worked per week.
 4. If additional services are requested for travel time or sleep time to support employment, the contractor shall determine, as applicable, the time authorized for:

- a. Travel to and from the location at which services are provided and the place of employment, not to exceed half of the daily hours authorized for employment to a maximum of four hours per day; or
 - b. Sleep, if the parent is employed anytime between 10:00 p.m. and 6:00 a.m., not to exceed the number of hours authorized for employment and travel between those hours.
- ~~1. Statement of wages which is attached to the check~~
 - ~~2. A written statement from the employer~~
 - ~~3. Documented telephone verification between the contractor's staff and the employer.~~

Add Section I.L, CalWORKs Stage 2 Alternative Payment Program Requirements, Documentation of Employment in the Home or a Licensed Family Day Care Home as follows (p. 59):

L. Documentation of Employment in the Home or a Licensed Family Day Care Home

The requirements of this section are in addition to those stated in Section K above.

If the parent's employment is in the family's home or on property that includes the family's home, the parent must provide justification for requesting subsidized child care and development services based on the type of work being done and its requirements, the age of the family's child for whom services are sought, and, if the child is more than five years old, the specific child care needs. The contractor shall determine and document whether the parent's employment and the identified child care needs preclude the supervision of the family's child.

If the parent is a licensed family day care home provider pursuant to Health and Safety Code Section 1596.78 or an individual license-exempt provider pursuant to Health and Safety Code Section 1596.792, subdivisions (d) or (f), the parent is not eligible for subsidized services during the parent's business hours because the parent's employment does not preclude the supervision of the family's child.

If the parent is employed as an assistant in a licensed large family day care home, pursuant to Health and Safety Code Section 1596.78(b), and is requesting services for the family's child in the same family day care home, the parent shall provide documentation that substantiates all of the following:

1. A copy of the family day care home license indicating it is licensed as a large family day care home;

do so, he or she may, by order, suspend the 60-working-days limitation on eligibility during the period of the emergency or for a lesser time. The scope of the suspension, including the geographic areas and the persons affected, and its duration, shall be no more than necessary to respond to the emergency as determined in the SSPI's investigation, and shall be specifically described in the SSPI's order. If a parent's services for seeking employment were exhausted after an emergency was declared and before the SSPI suspends the eligibility limitation, the contractor may re-authorize services for seeking employment in accordance with the conditions specified in the SSPI's order.

5. If the parent has concurrently received services based on employment or vocational training for at least 20 working days while receiving services for seeking employment, eligibility for seeking employment may be extended for an additional 20 working days. For such a parent, services for this purpose shall not exceed 80 working days during the contract period.
6. If services for this purpose are discontinued, the number of working days remaining in the period of eligibility shall be available for a subsequent period of eligibility during the contract period.
7. As used in this section, the working days used to determine the period of eligibility shall include the consecutive Mondays through Fridays, excluding any federal holidays.

Amend Section I.N, CalWORKs Stage 2 Alternative Payment Program Requirements, Documentation of Training toward Vocational Goals; Service Limitations as follows (p. 59):

K.N. Documentation of Vocational Training Program toward Vocational Goals; Service Limitations

1. If the basis of need on the application for services is as specified in Section I.C above is vocational training leading to a recognized trade, paraprofession, or profession, child care and development services shall be limited, except as provided in Section 12. below, to whichever expires first the documentation in the family data file shall include:
 - a. Six years from the initiation of services pursuant to this section; or
 - b. Twenty four semester units, or its equivalent, after the attainment of a Bachelor's Degree.
2. The parent shall provide documentation of the days and hours of vocational training to include:

2. A signed statement from the licensee stating that the parent is the assistant, pursuant to the staffing ratio requirement of California Code of Regulations, title 22, Section 102416.5(c);
3. Proof that the parent's fingerprints are associated with that licensed family day care home as its assistant, which the contractor may verify with the local community care licensing office; and
4. Payroll deductions withheld for the assistant by the licensee, which may be a pay stub.

Add Section I.M, CalWORKs Stage 2 Alternative Payment Program Requirements, Documentation of Seeking Employment; Service Limitations as follows (p. 59):

M. Documentation of Seeking Employment; Service Limitations

1. If the basis of need as stated on the application for services is seeking employment, the parent's period of eligibility for child care and development services is limited to 60 working days during the contract period, except as specified in Sections 4 and 5 below. Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by the contractor and extend for consecutive working days.
2. Documentation of seeking employment shall include a written parental declaration signed under penalty of perjury stating that the parent is seeking employment. The declaration shall include the parent's plan to secure, change, or increase employment and shall identify a general description of when services will be necessary.
3. The contractor shall determine the number of working days available for seeking employment and the child care schedule, which may be a variable schedule, based on the documentation. During the period of authorization and if necessary to verify need, the contractor may request that the parent provide, no more than once a week, a description of the activities he or she has undertaken during the previous week to seek employment and, as appropriate, may require additional documentation.
4. If the Governor declares a state of emergency and if the factual basis for the Governor's declaration indicate that opportunities for employment have temporarily diminished to such a degree that parents cannot be reasonably expected to find employment within 60 working days of diligent searching, the State Superintendent of Public Instruction (SSPI) may investigate to determine whether the 60-working-days limitation described in paragraph (a) should be suspended. If the SSPI determines that it is in the public interest to

- a. A statement of the parent's vocational goal;
 - b. The name of the training institution that is providing the vocational training;
 - c. The dates that current quarter, semester, or training period, as applicable, will begin and end;
 - d. A current class schedule that is either an electronic print-out from the training institution of the parent's current class schedule or, if unavailable, a document that includes all of the following:
 1. The classes in which the parent is currently enrolled;
 2. The days of the week and times of day of the classes; and
 3. The signature or stamp of the training institution's registrar.
 - e. The anticipated completion date of all required training activities to meet the vocational goal; and
 - f. Upon completion of a quarter, semester, or training period, as applicable, a report card, a transcript, or, if the training institution does not use formal letter grades, other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section 6 below.
3. A parent shall report any change in his or her class schedule related to the days and times of any class, including a withdrawal from a class, within five calendar days of requesting the change from the institution.
 4. Services may be provided for classes related to the General Education Development (GED) test or English language acquisition if such courses support the attainment of the parent's vocational goal.
 5. On-line or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour a week for each unit. The parent shall provide a copy of the syllabus or other class documentation and, as applicable, the Web address of the on-line program. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.
 6. Continuation of services based on training is contingent upon making adequate progress. To make progress each quarter,

semester, or training period, as applicable, the parent shall, in the college classes, technical school, or apprenticeship for which subsidized care is provided:

- a. In a graded program, earn a 2.0 grade point average; or
- b. In a non-graded program, pass the program's requirements in at least 50 percent of the classes or meet the training institution's standard for making adequate progress.

7. The first time the parent does not meet the condition in Section 6 above, the parent may continue to receive services for one additional quarter, semester, or training period, as applicable, to improve the parent's progress. At the conclusion of that session, the parent shall, in the classes for which subsidized care was provided, have made adequate progress pursuant to Section 6. above. If the parent has not made adequate progress pursuant to Section 6. above, services for this purpose shall be:

- a. Terminated; and
- b. Available to the parent, to the extent provided by Section 1. above, after six months from the date of termination.

8. No later than ten calendar days after the training institution's release of progress reports for the quarter, semester, or vocational training period, as applicable, the parent shall provide the contractor with a copy of the parent's official progress report. As it deems appropriate, the contractor may require the parent to:

- a. Have an official copy of a progress report sent directly from the training institution to the contractor; or
- b. Provide a release, as may be required by the training institution, to enable the contractor to verify the parent's progress with the institution.

9. A parent may change his or her vocational goal, but services shall be limited to the time or units remaining from the initiation of the provision of services for vocational training as specified in Section 1. above.

10. The contractor shall determine the days and hours needed per week, and whether the parent is making progress, based on the documentation. The contractor may request that the parent provide a publication from the training institution describing the classes required to complete the parent's vocational goal.

11. If additional services are requested for study time or travel time to support the vocational training, the contractor shall determine, as appropriate, the amount of services needed for:
- a. Travel to and from the location at which services are provided and the training location, not to exceed half of the weekly hours authorized for training to a maximum of four hours per day; or
 - b. Study time, including study time for on-line and televised instructional classes, according to the following:
 - 1. Two hours per week per academic unit in which the parent is enrolled;
 - 2. On a case-by-case basis and as may be confirmed with the class instructor, additional time not to exceed one hour per week per academic unit in which the parent is enrolled; and
 - 3. On a case-by-case basis, no more than the number of class hours per week for non-academic or non-unit bearing training.

12. The service limitations specified in Section 1. above shall not apply to a parent who demonstrates he or she is:

- a. As of June 27, 2008, receiving services for vocational training and has attained a Bachelor's Degree;
 - b. Receiving services from a program operating pursuant to Education Code Section 66060;
 - c. Attending vocational training when the parent has been deemed eligible for rehabilitation services by the California Department of Rehabilitation; or
 - d. Attending retraining services available through the Employment Development Department of the State or its contractors due to a business closure or mass layoff.
- 1. Name of the school or organization where training is received
 - 2. Dates that current training activities will begin and end
 - 3. A statement of the parent's(s') vocational training goal(s)
 - 4. The anticipated completion date(s) of all required training activities to meet the vocational goal
 - 5. Class schedule which includes:
 - a. The courses that the parent is currently enrolled in
 - b. Day(s) of the week and time(s) of day of the courses

- e. ~~Signature of parent along with the date the application was signed~~
 - d. ~~Signature or stamp of the training institution's registrar~~
6. ~~Report cards, transcripts or other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section I.K.3 above~~

Amend Section I.O, CalWORKs Stage 2 Alternative Payment Program Requirements, Documentation of Parental Incapacity; Service Limitations as follows (p. 59):

L.O. Documentation of Parental Incapacity; Service Limitations

1. If the basis of need as stated on the application for services is parental incapacity, child care and development services shall not exceed 50 hours per week.
2. Documentation shall include a release signed by the incapacitated parent authorizing a legally qualified health professional to disclose information necessary to establish that the parent meets the definition of incapacity, pursuant to Section I, Definitions, and needs services.
3. The documentation of incapacitation provided by the legally qualified health professional shall include:
 - a. A statement that the parent is incapacitated, that the parent is incapable of providing care and supervision for the child for part of the day, and, if the parent is physically incapacitated, that identifies the extent to which the parent is incapable of providing care and supervision;
 - b. The days and hours per week that services are recommended to accommodate the incapacitation, taking into account the age of the child and the care needs. This may include time for the parent's regularly scheduled medical or mental health appointments;
 - c. The probable duration of the incapacitation; and
 - d. The name, business address, telephone number, professional license number, and signature of the legally qualified health professional who is rendering the opinion of incapacitation and, if applicable, the name of the health organization with which the professional is associated.
4. The contractor may contact the legally qualified health professional for verification, clarification, or completion of the provided statement.

5. The contractor shall determine the days and hours of service based on the recommendation of the health professional and consistent with the provisions of this article.

~~If the basis of need as specified in Section I.C above is parental incapacity, the family data file shall contain documentation of the parent's(s') incapacitation provided by a legally qualified professional. The documentation of incapacitation shall include:~~

- ~~1. A description of the nature of the incapacitation~~
- ~~2. The probable duration of the incapacitation~~
- ~~3. A statement that the parent's(s') incapacitation prevents the parent(s) from caring for the child for some part of the day~~
- ~~4. The number of hours that child care is needed each day because of the incapacitation~~
- ~~5. The name, address, telephone number and signature of the legally qualified professional who is rendering the opinion of incapacitation~~

Delete Section I.O, CalWORKs Stage 2 Alternative Payment Program Requirements, Documentation of Homelessness as follows (p. 59):

~~O. Documentation of Homelessness~~

~~If the basis of eligibility as specified in Section I.B above is homelessness, the family data file shall include documentation of homelessness. The documentation of homelessness shall include:~~

- ~~1. A written referral from an emergency shelter or other legal, medical or social service agency; or~~
- ~~2. A written parental declaration that the family is homeless and a statement describing the family's current living situation.~~

Delete Section I.Q, CalWORKs Stage 2 Alternative Payment Program Requirements, Documentation of At Risk of abuse, Neglect or Expectation as follows (p. 61):

~~Q. Documentation of At Risk of Abuse, Neglect, or Exploitation~~

~~If eligibility and need as specified in Section I.B. and I.C. above are based on the child being at risk of abuse, neglect, or exploitation, the family data file shall contain a written referral, dated within the six months immediately preceding the date of application for services from a legally qualified professional from a legal, medical, social service agency, or emergency shelter certifying that:~~

- ~~1. The child is at risk of abuse, neglect, or exploitation and that the family needs child care and development services; and~~

2. ~~The probable duration of the need for child care and development services; and~~
3. ~~The name, address, telephone number, and signature of the legally qualified professional from the legal, medical, or social services agency, or emergency shelter who is making the referral and information that identifies the agency or shelter with whom the individual is associated.~~

Amend Section II.A, CalWORKs Stage 2 Alternative Payment Program Requirements, Limited Service Leave Requirements as follows (p. 61):

II. LIMITED TERM SERVICE LEAVE REQUIREMENTS

- A. If the family will temporarily not have a need for subsidized child care and development services as specified in Section I.C above, the contractor may grant the family a limited term service leave. Reasons for a limited term service leave shall include medical leave and family leave, and may include, but are not limited to, break in employment, school break, the child's visit with the non-custodial parent that is not ordered by the court, or family vacation in excess of best interest days as specified in Section VI. D. Family leave means a leave:
1. For the birth and care of the newborn child of the parent,
 2. For placement with the parent of a child for adoption or foster care, and
 3. To care for the parent's child, spouse, or parent who has a health condition.
- B. If the contractor offers limited term service leaves, the contractor:
1. Shall provide equal access to limited term service leaves; and
 2. May set a limit on the number of leaves to be granted in a contract year based on an assessment of contract resources pursuant to California Code of Regulations, Title 5, Section 18054.
- C. If the contractor grants a limited term service leave:
- A. 1. The family shall not be disenrolled from the program;
 - B. 2. The service agreement with the parent shall indicate that no services will be provided during the limited term service leave; and
 - C. 3. The contractor shall not report the child as enrolled nor claim reimbursement from the CDE while the child is on a limited term service leave.
- D. A limited term service leave shall not exceed twelve (12) consecutive weeks in duration, except as specified in Sections E and F below.

- E. A limited term service leave from employment or training shall not exceed 16 consecutive weeks in duration if the leave is for:
 - 1. A medical or family leave; or
 - 2. A period when the vocational training program is not in spring, fall, or winter sessions.
- F. A limited term service leave may be granted for any portion of the contract period in which a child is attending an After School Education and Safety Program, pursuant to Education Code Sections 8482 et seq., or a federal 21st Century Community Learning Centers program, as referenced in Education Code Sections 8484.7 et seq.

If the contractor grants a limited term service leave:

- A. ~~The family shall not be disenrolled from the program;~~
- B. ~~The service agreement with the parent shall indicate that no services will be provided during the limited term service leave; and~~
- C. ~~The contractor shall not report the child as enrolled nor claim reimbursement from the CDE while the child is on a limited term service leave.~~

~~A limited term service leave shall not exceed twelve (12) consecutive weeks in duration except when the parent is on a maternity or a medically related leave absence from their employment or training. Maternity or medical limited term service leaves shall not exceed sixteen (16) consecutive weeks in duration.~~

~~If the contractor grants limited term service leaves, the contractor shall establish and implement a policy regarding the criteria for approval of requests for limited term service leaves.~~

Amend Table of Contents, CalWORKs Stage 2 - Alternative Payment Program Requirements, Section I, Eligibility and Need Criteria and Documentation as follows (p. iv):

- ~~I. J.~~ Documentation of Public Assistance
- ~~J. K.~~ Documentation of Employment
- ~~K. L.~~ Documentation of Vocational Training Program Employment in the Home or a Licensed Family Day Care Home
- ~~L. M.~~ Documentation of Parental Incapacity Seeking Employment; Service Limitations
- ~~M. N.~~ Documentation of Child's Exceptional Needs Training toward Vocational Goals; Service Limitations

- N. ~~O.~~ Updating the Application Documentation of Parental Incapacity; Service Limitations
- ~~O.~~ ~~P.~~ Documentation of Homelessness Documentation of Child's Exceptional Needs
- ~~P.~~ ~~Q.~~ Recertification Updating the Application
- ~~Q.~~ ~~R.~~ Documentation of At-Risk of Abuse, Neglect, or Exploitation Recertification

Revise the Table of Contents, CalWORKs Stage 2 – Alternative Payment Program Requirements, Section I, Eligibility and Need Criteria and Documentation as follows (p. iv):

- J. Documentation of Public Assistance
- K. Documentation of Employment
- L. Documentation of Employment in the Home or a Licensed Family Day Care Home
- M. Documentation of Seeking Employment; Service Limitations
- N. Documentation of Training toward Vocational Goals; Service Limitations
- O. Documentation of Parental Incapacity; Service Limitations
- P. Documentation of Child's Exceptional Needs
- Q. Updating the Application
- R. Recertification