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

DEPT: Community Services Agency

BOARD AGENDA # \*B-2

Urgent

Routine

AGENDA DATE July 21, 2009

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 two 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 two California Department of Education (CDE) contracts is \$10,835,772. Appropriations and estimated revenues totaling \$11,014,555 to support these agreements have been included in the Agency's Fiscal Year 2009-2010 Adopted Proposed Budget for CSA - Program Services and Support. Appropriations and estimated revenues will be reduced by \$178,783 in the CSA - Program Services Support Fiscal Year 2009-2010 Final Budget submission to reflect the actual contract amount. (FISCAL IMPACT continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-494

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

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

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:

ATTEST:

  
ELIZABETH A. KING, Assistant Clerk

File No.

**FISCAL IMPACT (Continued):**

The Child Care Programs are 100% Federal and State funded. There is no cost to the General Fund for the Child Care contracts.

**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 (CDE) and are used to assist TANF families transitioning off welfare to remain working and off aid. For Stages 2 and 3, current and former TANF families must be working and meet certain income and child age requirements to qualify. Children must be 13 years or younger unless the child has special needs.

The Agency receives program contracts from CDE to fund Stages 2 and 3. The Agency 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. The Agency 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 2009, Stage 2 enrollment totaled 1,583 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 over 13 years of age. As of May 2009, Stage 3 enrollment totaled 432 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 - 9071	\$ 8,343,426
3	C3AP - 9068	\$ 2,492,346
	Total Contracts	<u>\$10,835,772</u>

Overall, these two contracts, totaling \$10,835,772, will allow the Agency to provide Child Care services to approximately 2,308 children each month. At this time, these contracts provide adequate revenue to maintain projected service levels through Fiscal Year 2009-2010.

Renewal of these CDE contracts for Stage 2 and 3 will provide Child Care services to children whose parents are transitioning of 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 Agency recommends accepting these two CDE Child Care and Development Alternative Payment contracts effective July 1, 2009 through June 30, 2010.

**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.

**STAFFING IMPACT:**

There is no staffing impact associated with this request.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: C2AP-9071

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 2

PROJECT NUMBER: 50-2250-00-9

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, 2009 through June 30, 2010. 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 \$8,343,426.00.

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] 7/19/09

Exhibit A, Standard Provisions for State Contracts attached.


Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Christine C. Applegate, and a detailed expenditure table.

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

CONTRACT NUMBER: C2AP-9071

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 8,148,426	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 \$ 8,148,426	ITEM 30.10.020.011 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 195,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14178-2250	FC# 93.575	PC# 000178	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 195,000	ITEM 30.10.020.011 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 	DATE SEP 21 2009	

## 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](http://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.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street
Sacramento, CA 95814-5901

F.Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: C3AP-9068

PROGRAM TYPE: ALTERNATIVE
PAYMENT-STAGE 3

PROJECT NUMBER: 50-2250-00-9

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/cdl/) AND THE CURRENT APPLICATION which are by this reference incorporated into this contract.

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, 2009 through June 30, 2010. 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 \$2,492,346.00.

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] 7/19/09

Exhibit A, Standard Provisions for State Contracts attached.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Christine C. Applegate, and a detailed expenditure table.



CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY


CONTRACT NUMBER: C3AP-9068

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,014,400	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13881-2250	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,014,400	ITEM 30.10.020.012 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 423,546	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14529-2250	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 423,546	ITEM 30.10.020.012 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 123,475	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14984-2250	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 123,475	ITEM 30.10.020.012 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 930,925	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23024-2250			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 930,925	ITEM 30.10.020.012 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	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.
	DATE SEP 21 2009	
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](http://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.



**BOARD OF SUPERVISORS**

**2010 APR 29 1 P 1: 39**

**COMMUNITY SERVICES AGENCY**

**Christine C. Applegate**  
Director

251 E Hackett Road  
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT  
CLERK TO THE BOARD OF SUPERVISORS

FROM: *SL* SHANNEN LOVE  
CONTRACTS ADMINISTRATION

DATE: APRIL 28, 2010

SUBJECT: FULLY EXECUTED CONTRACTS

=====  
Enclosed for your record is the fully executed original of the following Agreement:

- ◆ California Department of Education C3AP-9068 Project Number #50-2250-00-9 Amendment #3. This amendment didn't go to the Board of Supervisors for approval, but the original item did. The original agreement was approved by the Board of Supervisors on July 21, 2009 with Action #2009-494 and was Board Agenda Item B-2.

If you have any questions regarding this document, please call me at 558-1430.

Thank you.





CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

Amendment 03

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Reduction

DATE: July 01, 2009

CONTRACT NUMBER: C3AP-9068

PROGRAM TYPE: ALTERNATIVE PAYMENT-STAGE 3

PROJECT NUMBER: 50-2250-00-9

CONTRACTOR'S NAME: STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

This agreement with the State of California dated July 01, 2009 designated as number C3AP-9068, Amendment #01 (Augmentation) and Amendment #02 (FT&C Change Only) shall be further 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 \$2,638,580.00 and inserting \$2,538,580.00 in place thereof.

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.

APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL BY

[Signature] DATE: 7/24/10

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: C3AP-9068

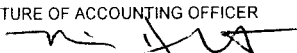
*Amendment 03*

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 1,014,400	(OPTIONAL USE)0656 13881-2250	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,014,400	ITEM 30.10.020.012 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010	
	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 \$ 423,546	(OPTIONAL USE)0656 14529-2250	FC# 93.596	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 423,546	ITEM 30.10.020.012 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010	
	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 \$ 123,475	(OPTIONAL USE)0656 14984-2250	FC# 93.596	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 123,475	ITEM 30.10.020.012 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5062 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -100,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,077,159	(OPTIONAL USE)0656 23024-2250				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 977,159	ITEM 30.10.020.012 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010	
	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.  SIGNATURE OF ACCOUNTING OFFICER 	T.B.A. NO.	B.R. NO.
	DATE <b>APR - 7 2010</b>	