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| Introduction Date                        | 6/15/26 |
| Enactment Number                         |         |
| Enactment Date                           |         |



# Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jessica Cannon, Executive Director, Early Childhood Education

**Meeting Date** June 15, 2026

**Subject** Grant Award, California Department of Education, CCTR-5011 Fiscal Year 2025-2026, General Child Care & Development Program

**Ask of the Board** Adoption by the Board of Education of Resolution No. 2526-0046, Approving Contract No. CCTR-5011, General Child Care & Development Program, accepting grant award for the CCTR Program, operated by the early Childhood Education Department, in the amount of \$4,561,238.00, for the period of July 1, 2025 to June 30, 2026, pursuant to term and condition thereof, if any.

**Background** Grant agreement for OUSD schools for the 2025-2026 fiscal year that benefit the Early Childhood Education Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the Board meeting through Board of Education Legislative information Center under the file ID number stated at the top of this page.

**Discussion**

- \*Review scopes of work outlined by grant agreement and assess their contribution to sustained student achievement.
- \*Identify OUSD resources required for program success.
- \*OUSD receives a completed grant agreement for each program listed in the chart by department.

**Fiscal Impact** The total amount of the grant amendment will be provided to OUSD ECE program based on earnings from student enrollment and attendance to fulfill the states obligation under the contract.

**Attachment(s)**

- Grant Face Sheet CCTR-5011
- Resolution No. 2526-0046
- Grant Agreement, CCTR-5011-FY 25-26
- Funding Terms & Conditions CCTR FY 25-26

**No. 2526-0046**

(Date)

## OUSD Grants Management Face Sheet

|                                                                                                                                                                                                                                |                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Title of Grant:</b><br>CCTR-5011<br>General Child Care & Child Development Programs                                                                                                                                         | <b>Funding Cycle Dates:</b><br>July 1, 2025 through June 30, 2026                                      |
| <b>Grant's Fiscal Agent:</b><br><b>(contact's name, address, phone number, email address)</b><br>Oakland Unified School District<br>Early Childhood Education<br>1025 4 <sup>th</sup> Ave<br>Oakland, CA 94606<br>510.273.8277 | <b>Grant Amount for Full Funding Cycle:</b><br><br>\$4,561,238.00                                      |
| <b>Funding Agency:</b><br>California Department of Social Services                                                                                                                                                             | <b>Grant Focus:</b><br>California State Preschool Programs – General Child Care & Development Programs |
| <b>List all School(s) or Department(s) to be Served:</b><br>All Child care and Development programs                                                                                                                            |                                                                                                        |

| Information Needed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | School or Department Response                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| How will this grant contribute to sustained student achievement or academic standards?                                                                                                                                                                                                                                                                                                                                                                                                              | The grant will support the California State Preschool Program half and full day |
| How will this grant be evaluated for impact upon student achievement?<br><br>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | The Annual Agency plan will determine the effectiveness of the Program          |
| Does the grant require any resources from the school(s) or district? If so, describe.                                                                                                                                                                                                                                                                                                                                                                                                               | No                                                                              |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?<br><br>(If yes, include the district's indirect rate of 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)                                                                                                                                                                                                    | Indirect cost is a part of the budget for this grant.                           |
| Will the proposed program take students out of the classroom for any portion of the school day?<br>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)                                                                                                                                                                                                                                                                    | No                                                                              |

|                                                                                                                               |                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who is the contact managing and assuring grant compliance?<br>(Include contact's name, address, phone number, email address.) | Jessica Cannon<br>Executive Director of Early Learning<br>Oakland Unified School District<br>1025 4 <sup>th</sup> Ave, Oakland CA 94606<br>510-273-8277<br><a href="mailto:Jessica.cannon@ousd.org">Jessica.cannon@ousd.org</a> |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**Applicant Obtained Approval Signatures:**

| Entity                                                                                                  | Name/s          | Signature/s | Date |
|---------------------------------------------------------------------------------------------------------|-----------------|-------------|------|
| Executive Director of Early Learning                                                                    | Jessica Cannon  |             |      |
| Department Head<br>(e.g. for school day programs or for extended day<br>and student support activities) | Sondra Aguilera |             |      |

**Grant Office Obtained Approval Signatures:**

| Entity                 | Name/s            | Signature/s | Date |
|------------------------|-------------------|-------------|------|
| Fiscal Officer         |                   |             |      |
| Interim Superintendent | Denise G. Saddler |             |      |

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Approved As To Form by OUSD Legal Department:

 04/23/26

Roxanne De La Rocha, Staff Attorney



## LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2025CONTRACT NUMBER: CCTR-5011PROGRAM TYPE: GENERAL CHILD CARE &  
DEV PROGRAMSPROJECT NUMBER: 01-6125-00-5

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

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

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

The period of performance for this Agreement is July 01, 2025 through June 30, 2026. For satisfactory performance of the required services, Effective November 9, 2022, the service county reimbursement rate as provided in CCB NO. 22-32: [https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2022/CCB\\_22-32.pdf?ver=2022-11-10-135821-41](https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2022/CCB_22-32.pdf?ver=2022-11-10-135821-41) 0 is applicable to the sites, as located in the service counties, approved by the Child Care Development Division and indicated in the Child Development Management Information System (CDMIS), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$4,561,238.00

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

## SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 237

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

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

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

## IMPORTANT: Signature is not required.

|                                                                                                                                                                    |                                                                 |         |            |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------|------------|-------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 4,561,238<br><br>PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT<br>\$ 0<br><br>TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 4,561,238 | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs |         | FUND TITLE |             |
|                                                                                                                                                                    | (OPTIONAL USE)<br>See Attached                                  |         |            |             |
|                                                                                                                                                                    | ITEM<br>See Attached                                            | CHAPTER | STATUTE    | FISCAL YEAR |
|                                                                                                                                                                    | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702                   |         |            |             |

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-5011

|                                                    |                                                                       |                       |                 |                          |
|----------------------------------------------------|-----------------------------------------------------------------------|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 1,352,022 | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs       | FUND TITLE<br>Federal |                 |                          |
| PRIOR AMOUNT ENCUMBERED<br>\$ 0                    | (OPTIONAL USE)9990<br>25136-6125                                      | FC# 93.575            | PC# 000324      |                          |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 1,352,022    | ITEM 30.10.020.001<br>5180-101-0890                                   | CHAPTER<br>B/A        | STATUTE<br>2025 | FISCAL YEAR<br>2025-2026 |
|                                                    | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 SACS: Res-5025 Rev-8290 |                       |                 |                          |

|                                                    |                                                                       |                       |                 |                          |
|----------------------------------------------------|-----------------------------------------------------------------------|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 2,993,344 | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs       | FUND TITLE<br>General |                 |                          |
| PRIOR AMOUNT ENCUMBERED<br>\$ 0                    | (OPTIONAL USE)9990<br>13254-6125                                      |                       |                 |                          |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 2,993,344    | ITEM 30.10.020.001<br>5180-101-0001                                   | CHAPTER<br>B/A        | STATUTE<br>2025 | FISCAL YEAR<br>2025-2026 |
|                                                    | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 SACS: Res-6105 Rev-8590 |                       |                 |                          |

|                                                  |                                                                       |                       |                 |                          |
|--------------------------------------------------|-----------------------------------------------------------------------|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 120,296 | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs       | FUND TITLE<br>Federal |                 |                          |
| PRIOR AMOUNT ENCUMBERED<br>\$ 0                  | (OPTIONAL USE)9990<br>24568-6125                                      | FC# 93.596            | PC# 000000      |                          |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 120,296    | ITEM 30.10.020<br>5180-101-0890                                       | CHAPTER<br>B/A        | STATUTE<br>2025 | FISCAL YEAR<br>2025-2026 |
|                                                  | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 SACS: Res-5160 Rev-8290 |                       |                 |                          |

|                                                 |                                                                       |                       |                 |                          |
|-------------------------------------------------|-----------------------------------------------------------------------|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 95,576 | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs       | FUND TITLE<br>General |                 |                          |
| PRIOR AMOUNT ENCUMBERED<br>\$ 0                 | (OPTIONAL USE)9990<br>15540-6125                                      |                       |                 |                          |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 95,576    | ITEM 30.10.020.001<br>5180-101-3350                                   | CHAPTER<br>B/A        | STATUTE<br>2025 | FISCAL YEAR<br>2025-2026 |
|                                                 | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 SACS: Res-6040 Rev-8590 |                       |                 |                          |

Approved As To Form by OUSD Legal Department:



04/23/26

Roxanne De La Rocha, Staff Attorney

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

FT&C For:

CalWORKs Stage 2 (C2AP)

CalWORKs Stage 3 (C3AP)

Alternative Payment Program (CAPP)

General Child Care and Development (CCTR)

Family Child Care Home Education Networks (CFCC)

Programs for Children with Severe Disabilities (CHAN)

Migrant Alternative Payment Program (CMAP)

Migrant Child Care and Development Program (CMIG)

Local Child Care and Development Council (CLPC)

Resource and Referral Program (CRRP)

**Effective July 1, 2025**

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## I. INTRODUCTION

These are the Funding Terms and Conditions (FT&C) for child care and development contracts effective July 1, 2025. Each contractor is required as a condition of its contract (**Contract**) with the California Department of Social Services (CDSS), to adhere to the following laws and documents:

- A. Title 45 Code of Federal Regulations (45 *CFR*, Part 98, and Part 99)
  - 1. Any applicable Welfare and Institutions Code (*WIC*) statutes;
  - 2. Title 5 California Code of Regulations (5 *CCR*) Division 1, Chapter 19 and 19.5, Sections 18000 et seq.
  - 3. Title 22 California Code of Regulations (22 *CCR*), Division 12, community care facilities license regulations, including child care centers;
- B. The FT&C;
- C. The specific Program Requirements;
- D. The CDSS Audit Guide;
- E. The California School Accounting Manual;
- F. The procedures and standards set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (2 *CFR* Part 200 and 45 *CFR* Part 75), hereinafter referred to as Uniform Guidance (UG);
- G. Pilot Plan addendum for agencies participating in approved Individualized Child Care Subsidy plan, pursuant to Chapter 187, Part 1.8, Division 9 of *WIC* commencing with Section 10350.
- H. In addition to all other applicable laws and regulations, including any applicable law and regulations that may become effective during the term of this contract.

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

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

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

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

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

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

## **II. GENERAL PROVISIONS**

### **A. Notification of Address Change (5 *CCR* 18014)**

1. Contractors shall notify the CDSS in writing of any change in the mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
  - a. Board minutes verifying the change in address; and
  - b. A copy of the notification to the Internal Revenue Service of the address change.
2. Contractors shall notify the CDSS in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood, or earthquake.

## **B. Notification of Email Contact Changes**

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

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

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

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

Except for external payroll services, private contractors:

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

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

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

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

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

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

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

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

#### **H. Error Rate (*WIC 10388*)**

Annually, during the Contract Monitoring Review (CMR), the CDSS shall conduct a review of select voucher-based contract agency to determine an error rate in each of the following areas:

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

#### **I. Applicability of Corporations Code**

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

#### **J. Conflicts of Interest (*WIC 10266.5*)**

1. All transactions shall be fair and reasonable and conducted at arm's length where the contractor is a party to a transaction and the other party is one of the following:
  - a. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
  - b. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
  - c. A family member of a person having a financial interest in the contractor.
2. No person employed by the California Department of Education (CDE) or CDSS in a policymaking position in the area of child care and development programs shall serve as a member of the board of directors, advisory council, or advisory committee for any agency receiving funds pursuant *WIC*, Part 1.8 Child Care and Development Services Act. The provisions of this subdivision shall not apply to any person appointed prior to January 1, 1985.
3. No retired, dismissed, separated, or formerly employed person of the CDE or CDSS employed under the State Civil Service or otherwise appointed to serve in the CDE or CDSS may enter into a contract pursuant to *WIC 10268.5* in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by the CDE or CDSS. The prohibition

contained in this subdivision shall apply to the person only during the two-year period beginning on the date the person left state employment.

4. For a period of twelve (12) months following the date of his or her retirement, dismissal, or separation from state service, no person employed under State Civil Service or otherwise appointed to serve in the CDE or CDSS may enter into a contract pursuant to *W/C 10268.5* if he or she was employed by the department in a policymaking position in the area of child care and development programs within the twelve (12) month period prior to his or her retirement, dismissal, or separation.
5. For a period of twelve (12) months following the date of his or her retirement, dismissal, or separation from state service, no person employed under State Civil Service or otherwise appointed to serve in the CDE or CDSS may be employed by a contractor pursuant to *W/C 10268.5* if he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by the CDE or CDSS.
6. The provisions above shall not apply to any persons who were already in the situations described by these subdivisions prior to January 1, 1985.
7. Based on corporate law (Corporations Code Sections 310, 5233-5234, 7233 and 9243 as applicable), the general rules to be followed to ensure that transactions are conducted **at arm's length** include:
  - a. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
  - b. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.
8. If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a **fair market rental estimate** from an independent appraiser, licensed by the California Office of Real Estate Appraisers that supports all reimbursable costs under the transaction.
  - a. A new **fair market rental estimate** for each change, adjustment, or escalation to any reimbursable costs under a transaction is required.
  - b. If the contractor has no board or is a sole proprietor, the requirement for a **fair market rental estimate** shall also apply.

9. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance.
10. Any transaction described in this section shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (Uniform Guidance, Subpart F)
11. Rental costs for equipment owned by affiliated organizations, officers, or other key personnel of the contractor or their families are allowable only as depreciation or use allowance.

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

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

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to 5 CCR 4900(a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 USC Section 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

#### **L. Computer Software Copyright Compliance**

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

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

The contractor agrees to certify in writing to the CDSS, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in Public Contract Code (PCC), Sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the

required recycled product percentage as defined in the *PCC*, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content.

## **N. Healthy Schools Act**

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

- a. Identify a school designee.

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

- b. Develop an IPM plan

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

- c. Provide annual written notification.

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

- d. Establish individual notification registry.

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

- e. Post warning signs

Post signs where you will apply pesticides.

- f. Keep Records

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

- g. Send pesticide use reports to DPR

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

h. Never use prohibited pesticides

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

i. Complete Annual IPM Training

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

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

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

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

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

## **Q. Fraud Policies**

The 45 *CFR* 98.68(b)(2) authorizes CDSS to investigate and recover fraudulent payments and impose sanctions on recipients or providers in response to fraud. Contractors shall collaborate with CCDD regarding demonstrated fraudulent activities by recipients of child care and development services or providers receiving child care and development subsidies.

## **III. COSTS, EARNINGS AND REIMBURSEMENT**

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

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

### **B. Reasonable and Necessary Costs (5 *CCR* 18013(s), 18033, *WIC* 10213.5, 2 *CFR* 200.404)**

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

### **C. Indirect Costs (5 *CCR* 18013(m), 18013(n), 18034(k), 2 *CFR* 200.414)**

1. If indirect costs are claimed, an indirect cost allocation plan must be on file with the contractor and available for review by the CDSS staff and auditors.
2. The maximum indirect cost rate shall be ten percent (10%) of the modified total direct costs, unless contractor claims indirect costs pursuant to (3) and (4) below,
3. For any non-federal entity that has a negotiated indirect cost rate with CDE, which includes all school districts and county offices of education, the maximum indirect cost rate shall be the lesser of the CDE negotiated indirect cost rate or ten percent (10%).

4. Pursuant to 2 *CFR* 200.414(f), a non-federal agency that does not have a current negotiated rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of fifteen percent (15%) of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 15% de minimis indirect cost rate.
5. This rate is applied to budget categories 1000-5000 only in determining the maximum amount of indirect costs that are reimbursable under the contract.
6. The amount of cost allocable to this contract shall not exceed the benefits to this contract. The allocation method must quantify this benefit among all similar programs and then distribute the costs accordingly.
7. The indirect cost rate shall not include consideration of any costs otherwise non-reimbursable. If depreciation or use allowance is included in the indirect cost rate, such allowance shall not be claimed on the asset as a direct cost.
8. When determining reimbursable amounts, in accordance with paragraph K, Determination of Reimbursable Amount, below; indirect costs and administrative costs combined shall not exceed 15%.

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

1. Contractors may claim administrative costs, as defined in *Section X, Definitions* below, which are related to the administration of the child care and development program.
2. Reimbursement of administrative costs shall not exceed fifteen percent (15%) of the net reimbursable program costs or actual administrative costs, whichever is less.
3. The fifteen percent (15%) includes any allowance for indirect costs, as described in paragraph C, *Indirect Costs*, above, and audits. Contractors shall maintain written documentation of the rationale used in determining direct and administrative costs.

**E. Service Level Exemption (Start-Up Costs) for New or Expanded Center-based Programs (*WIC* 10300, 10238)**

1. Allowable start-up costs will be in an amount not to exceed fifteen percent (15%) of the expansion or increase of each agency's total contract amount.
2. Start-up costs must be necessary for the establishment and stability of new child care and development programs and include:
  - a. Employment and orientation of necessary staff;

- b. Setting up of the program and facility;
  - c. Finalization of rental agreements and necessary deposits;
  - d. Purchase of a reasonable inventory of materials and supplies; and
  - e. Purchase of an initial premium for insurance.
3. Contractors shall maintain an auditable record of start-up costs which shall be included within the audit at the end of the year.
  4. Reimbursable start-up costs shall occur prior to attainment of full enrollment.
  5. If all or part of the fifteen percent (15%) allowable start-up costs is needed and spent, that portion will not have to be earned through provision of services.
  6. If the contractor neither needs nor chooses to claim any of the fifteen percent (15%) start-up costs, the full-service requirements shall be earned at the contract rate.
  7. Migrant child care and development agencies operating on a seasonal basis shall be reimbursed up to fifteen percent (15%) of the contract amount annually for approved start-up and close-down costs associated with starting up and closing down agency operations to correspond with periods of service needed by migrant families as specified in *W/C*, Division 9, Part 1.8, Chapter 6 (10235-10238).

**F. Costs for Travel and Per Diem & Restrictions (5 CCR 18031(j), and 18041)**

1. Contractors and subcontractors shall be reimbursed for travel and per diem expenses at rates not exceeding those amounts paid to the CDSS's represented employees computed in accordance with the California Department of Human Resources (CalHR) Manual:
  - a. [CalHR Manual Section 2202 – Mileage Reimbursement](#)
  - b. [CalHR Manual Section 2203 – Allowances and Travel Reimbursements.](#)
2. Contractors with collective bargaining agreements allowing higher rates of reimbursement shall not pay the difference out of contract funds.
3. The CDSS shall notify the contractor of a change in expense rates within thirty (30) calendar days after the CDSS has received notification of a change in rates from the California Department of Human Resources.

4. Contractors shall be reimbursed for out-of-state travel expenses only with prior written approval from the CDSS. The CDSS shall not approve out-of-state travel expenses:
  - a. For more than one employee, per contract per year.
  - b. For contractors with delinquent accounts payable which are delinquent more than ninety (90) calendar days after the date of the original invoice.
  - c. For contractors on conditional status.
  - d. When there is no clear benefit to the state.
  - e. When the benefit to the state can be obtained within California.
5. The CDSS shall approve or deny the request for out-of-state travel within thirty (30) calendar days of the receipt of the request. If the request is denied, the contractor may appeal the decision in accordance with instructions specified in Section I, paragraph P, *Resolution of Contract Administration Disputes*.

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

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

1. Start-up costs of child development agencies or facilities in an amount not to exceed fifteen percent (15%) of the expansion or increase of each agency's total contract amount.
2. Close down costs for Migrant Programs as specified in *WIC 10238*.
3. Administrative costs, which includes indirect costs if applicable, shall not exceed fifteen percent (15%) of net reimbursable program costs.
4. Employee compensation, including fringe benefits, and personal service contracts.
5. Equipment and equipment replacement with prior CDSS approval if required in Section VII, Facilities and Equipment.
6. Supplies purchased in accordance with procurement practices found in 2 *CFR* Sections 200.317 to 200.326, including bidding requirements for micro-purchases that exceed \$10,000.
7. Improvement of sites and adjacent grounds to meet or continue to meet 22 *CCR* Community Care Licensing Standards in accordance with Section VII, paragraph C, *Renovation and Repair*.
8. Taxes, insurance, and maintenance for buildings and/or equipment.

9. Depreciation based on the useful life of an asset in accordance with Section VII, paragraph D, *Depreciation Use Allowance*.
10. A use allowance for buildings and improvements in accordance with Section VII, paragraph D, *Depreciation Use Allowance*.
11. Travel and per diem expenses, including approved out-of-state travel, in accordance with Section III, paragraph F, *Costs for Travel and Per Diem & Restrictions*.
12. An indirect cost rate based on
  - a. an indirect cost allocation plan, as defined in Section X, *Definitions* below,
  - b. federal de minimis, per 2 *CFR* 200.414(f) or
  - c. indirect cost rate negotiated with CDE as specified in Section III, paragraph C, *Indirect Costs*
13. (Applies to CCTR, CHAN, and CMIG,) Lease payments or depreciation and interest on loans incurred to acquire, rehabilitate, or construct licensable facilities not to exceed fair market rents in the community in which the facility is located in accordance with guidelines issued by the CDSS.
14. (Applies to CCTR, CHAN, and CMIG) Interest on private sector debt financing for purchase, lease-purchase, repair or renovation of child care and development facilities owned or leased for providing center-based care upon demonstration that the amount of interest paid in a year does not exceed the value obtained by the state in the use of the facilities for the child care and development program during the year in accordance with guidelines issued by the CDSS.
15. Payments to providers made in accordance with applicable state laws and regulations.
16. (Applies to C2AP, C3AP, CAPP, CMAP, CFCC) Support services as specified in Section X, *Definitions*.

#### **H. Non-reimbursable Costs (5 CCR 18035)**

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

1. Bad debts, including losses arising from uncollectible accounts and any related legal costs. (Uncollected parent fees are not considered to be bad debts if documentation of collection attempts exists);
2. Contributions;

3. Costs of amusement or entertainment;
4. Costs of fines or penalties;
5. Costs of idle facilities unless those costs are related to a partial year program and the costs of the idle facilities have been approved by the CDSS;
6. Costs incurred after the contract has been terminated;
7. Fund raising costs except as specified in 5 CCR 18277.
8. Interest expenses except:
  - a. Interest on borrowed funds when apportionments are withheld because of a delay or error attributable to the state and the amount of interest claimed is approved by the CDSS.
  - b. When interest is part of a lease purchase agreement as described in items (13) and (14) of paragraph F above.
9. Investment management costs;
10. Costs of organization of a nonprofit corporation such as incorporation fees or consultant fees;
11. Public relations consultant fees;
12. Costs of legal, consulting and accounting services incurred in prosecution of claims against the state;
13. State and federal income taxes;
14. Costs for the acquisition of sites and buildings except through depreciation;
15. Bonuses, unless part of a collective bargaining agreement;
16. Compensation to the members of the board of directors except for:
  - a. Reimbursement for travel and/or per diem, computed in accordance with paragraph F, *Costs for Travel and Per Diem*, incurred while the members are conducting business for the organization.
  - b. As provided in the California Corporation Code Section 5227, et seq.
17. Costs of subcontracts, which increase the contractor's cost or subcontracts, which contain a provision for reimbursement for cost-plus-a-percentage-of-costs;

18. Except for California Alternative Payment Program (CAPP) contractors, as authorized pursuant to *WIC 10225.5*, costs incurred in prior or future years, with the exception of the cost of an annual independent audit, which may be claimed either in the contract period, which was the subject of the audit, or during the contract period in which the audit is completed;
19. Costs that are not adequately documented in accordance with 2 *CFR* 200.400 and 200.430.
20. Gifts of public funds to any person or entity, public or private as set forth in the California Constitution, Article XVI. § 6.

**I. Charging of Expenditures (*WIC 10225.5*; 5 *CCR* 18037)**

1. Net reimbursable program costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations. However, the cost of the annual independent audit may be claimed either in the contract period which was the subject of the audit or during the contract period in which the audit is completed.
2. California Alternative Payment Program (CAPP) contractors shall have no less than 12 months, and no more than 24 months, to expend funds allocated to that program in any fiscal year.

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

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

1. Use of Subsidized Family Fees (5 *CCR* 18039) Family fees received from subsidized parents are to be expended and earned by the contractor before contract funds shall be claimed for reimbursement.
2. For CCTR, CHAN and CMIG, Family fees shall be expended on reimbursable costs and earned by providing child days of enrollment. In order to be reimbursed the full contract amount, in addition to the fees received from subsidized parents, the contractor must have additional reimbursable expenditures and provide child days of enrollment beyond the minimum required by the contract.

**K. Determination of Reimbursable Amount (WIC 10280, 5 CCR 18054, Section 18, Chapter 193, Statutes of 2023 (SB 140))**

Unless superseded by statute, contractors shall be reimbursed based on the following:

1. CCTR, CHAN, CMIG contractors, that are open and continue to operate in accordance with their approved program calendar, shall be reimbursed for an audited claim that is the least of the following:
  - a. The maximum reimbursable amount as stated in the annual child care and development contract;
  - b. The actual and allowable net costs.
2. C2AP, C3AP, CAPP, CMAP contractors shall be reimbursed for an audited claim that is the least of the following:
  - a. The maximum reimbursable amount as stated in the annual child care and development contract; or
  - b. The amount earned, which are reimbursable expenditures of:
    - i. Direct payments to providers, (which consist of the rate charged by the provider in accordance with applicable statutory and regulatory provision, not to exceed the Regional Market Rate Ceiling), and which includes family fees for certified children and interest earned on advanced contract funds; and
    - ii. Actual administrative and costs for support services, as defined in section X, *Definitions*, which combined cannot exceed seventeen- and one-half percent (17.5%) of the total contract amount. No more than fifteen percent (15%) may be for administrative costs, as described in paragraph D, *Administrative Costs*, above, alone.
3. CFCC contractors shall be reimbursed for an audited claim that is the lesser of the following:
  - a. The maximum reimbursable amount as stated in the annual child development contract; or
  - b. The amount earned which is defined as net reimbursable program costs, of which at least seventy percent (70%) must be payments for direct services, not more than thirty percent (30%) may be for support services and administrative costs together, and no more than fifteen percent (15%) may be for administrative costs, including indirect costs if applicable, alone.

4. CRRP contractors shall be reimbursed for an audited claim that is the lesser of the following:
  - a. The maximum reimbursable amount as stated in the annual child care and development contract; or
  - b. The actual and allowable net costs.
5. CLPC contractors shall be reimbursed for an audited claim that is the lesser of the following:
  - a. The maximum reimbursable amount as stated in the annual child care and development contract; or
  - b. The actual and allowable net costs which include the Local Match Requirement. Each contractor shall contribute a match in the form of monetary and/or in-kind services, equal to 25% of the annual 1998/99 LPC grant award amount. The local contribution for this contract is shown on the contract face sheet. This amount must be reported on the quarterly expenditure report under revenue and expenses in the Child Development Program Enrollment Attendance and Fiscal Reporting (CDPR) system. The CDPR can be accessed on DSS's website at [CDPR](#) for registered users. If you need more information about how to submit your Support Contract Expenses report, contact your assigned fiscal analyst.

**L. Child Care Provider Reimbursement (Section 24, Chapter 41, Statutes of 2024, (AB 116))**

Unless superseded by statute, providers shall be reimbursed based on the following:

1. Contractors utilizing a Family Child Care Home Education Network service delivery model, under a CMIG, CCTR, or CFCC contract, shall reimburse providers who are open and available to provide services based upon a families' certified schedule as follows:
  - a. Providers shall be reimbursed based on the maximum authorized hours of care regardless of attendance.
  - b. For families certified for a variable schedule, providers shall be reimbursed based on the maximum authorized hours, regardless of attendance.
  - c. Reimbursement, for providers participating in a family child care home education network, shall be made within 21 calendar days of the submission of a daily sign-in/sign-out sheet.

2. Voucher-based contractors shall reimburse child care providers based on the following criteria:
  - a. The certified schedule, regardless of attendance.
  - b. For families with variable schedules, the maximum hours approved on the certified schedule, regardless of attendance.
  - c. For license-exempt providers the maximum hours approved on the certified schedule, regardless of attendance.
  - d. Reimbursement to providers shall be made within 21 calendar days of the receipt of a complete invoice for services.

**M. Minimum Days of Operation (5 CCR 18055)**

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

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

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

1. The contractor has not submitted an acceptable audit for any prior year of operation on or before the date due.
2. The contractor has not submitted the required reports on or before the date due. Reports include, but are not limited to:
  - a. Fiscal reports submitted via CDPR and/or CalWORKs portal
  - b. Child Development Management Information System (CDSS-CDMIS) Reports
  - c. Resource and Referral Service Data Reports
  - d. Local Child Care and Development Planning Council Reports
3. The contractor will not earn the full contract amount based on the current year projected and the prior year actual net reimbursable program costs as determined by the CDFS.

4. A creditor of the contractor has placed a lien on the contractor's scheduled apportionments.
5. The contractor has accounts payable which are:
  - a. More than ninety (90) days delinquent to the CDSS, and
  - b. Not the subject of an appeal
6. If any apportionment is to be reduced, withheld, or cancelled, the CDSS shall provide the contractor prior written notice of the intended action.

**O. Order of Expenditure (5 CCR 18057)**

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

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

## **IV. ACCOUNTING AND REPORTING REQUIREMENTS**

**A. General Provisions (5 CCR 18063)**

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

**B. Child Development Fund and Interest-Bearing Accounts (WIC 10267.5(c)(2) and 102855; CCR 18064)**

1. All contractors shall establish a fund to be known as the **Child Development Fund** as specified in WIC 10336, except that private contractors shall establish the fund in a federally insured banking institution located in California. Contractors with multiple fund sources shall establish separate program cost accounts for each source of funds.
2. If a contractor places advanced contract funds in an interest-bearing account, the interest-bearing account shall be a separate account within the Child Development Fund.
3. Interest earned shall be retained by the contractor if

- a. It is expended on reimbursable costs and
- b. Except for Resource and Referral programs, earned by providing subsidized child days of enrollment, beyond the minimum required to earn the maximum reimbursable amount, at a rate equal to the lesser of the daily contract rate or the actual program costs.

**C. Enrollment and Attendance Accounting (WIC 10227.5 5 CCR 18065, Section 18, Chapter 193, Statutes of 2023 (SB 140))**

1. A child shall not be enrolled in more than one program for the same time period on the same day.
2. CCTR, CHAN, CMIG and CFCC contractors shall use daily sign-in/sign-out sheets as a primary source document for audit and reimbursement purposes.
  - a. On a daily basis, one of the following persons shall enter the time of arrival and departure on a sign-in/sign-out sheet and shall sign the sheet using their full signature for both arrival and departure times:
    - i. The parent or other adult authorized by the parent to drop off/pick up a child; or
    - ii. The staff person designated by the contractor as the person responsible for entering the times of arrival and departure if the child is not dropped off/picked up by a parent or other adult authorized by the parent.
  - b. First and last initials of the contractor's authorized representative, along with a notation of the time, are required to be documented when a school-age child departs for and returns from school during the day.
3. C2AP, C3AP, CAPP, and CMAP, contractors shall use the monthly attendance record or invoice as the primary source document for audit and reimbursement purposes.
  - a. Child care providers shall submit a monthly attendance record or invoice, for each child who received services, child care providers shall maintain attendance records or invoices in the original format in which they were created.
  - b. The monthly attendance record or invoices shall include, at a minimum:
    - i. The dates and actual times the child entered and left care each day. This information shall be documented on a daily basis.

- ii. The signature of the parent or guardian, the name of the child receiving services and signature of the child care provider attesting under penalty of perjury that the information included on the monthly attendance record or invoice is true and accurate.
- iii. A provider may submit a monthly attendance record or invoice without a parent's signature when the parent has not communicated with the provider for seven consecutive days and the provisions of paragraph E, *Abandonment of Care*, below have been adhered to.

#### **D. Attendance and Absences (5 CCR 18066)**

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

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

#### **E. Abandonment of Care (5 CCR 18066.5)**

1. When the family has not been in communication with the provider for seven (7) consecutive calendar days and has not notified the provider of the reason the family is not using services, the provider shall promptly notify the contractor.
2. Using the contact information on file, the contractor shall attempt to contact the parent through a variety of communication methods. At least one communication attempt shall be in writing, which may be through electronic methods. The contractor shall keep documentation of all communication attempts, including a copy of all written communication, in the family data file. The contractor shall inform the parent in these communications that failure to communicate with the contractor or provider may result in termination of child care and development services.
3. The contractor shall issue a notice of action to disenroll the family on the basis of abandonment of care when there has been no communication with the provider or the contractor for a total of 30 consecutive calendar days.

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

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

manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

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

#### **G. Attendance and Expenditure Reports**

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

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

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

#### **H. Voucher-based and CFCC Expenditure Reports**

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

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

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

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

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

**J. Subsidized Provider Report (WIC 10422(c)(1))**

Contractors shall collect and report by the 20<sup>th</sup> of each month, via the California Department of Social Services-Child Development Management Information System (CDSS-CDMIS), the names of the family child care providers, as defined in Section X *Definitions*, who were paid a subsidy or subsidies in the month prior to the report month. This list shall include information for each provider pursuant to Section IX, paragraph A, *Submission and Disclosure of Child Care Provider Information*.

**K. CRRP Expenditure Reports (5 CCR 18068)**

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

5. Contractors have sixty (60) days from the due date for submission of the audit to submit a revised final fiscal report. For LEAs, the final report shall be the final accounting of any amount payable to or receivable from the contractor pursuant to this contract.

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

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

1. Number of requests for general child care information and child care referrals;
2. Age categories of child care requests and referrals:
  - a. Infant (birth to eighteen months);
  - b. Toddlers (eighteen months to thirty-six months);
  - c. Preschool (three years to kindergarten enrollment; and
  - d. School age (kindergarten enrollment to age 13).
3. Time categories of child care referrals:
  - a. Full-time;
  - b. Part-time.
4. Number of children needing:
  - a. Before and/or after school;
  - b. Summer only child care;
  - c. Other child care (evening, overnight, weekends, drop-in, etc.).
5. Reasons for requesting referrals:
  - a. Employed;
  - b. Looking for work;
  - c. In school/training;
  - d. Other parental needs;
  - e. Child protective services (CPS)/respite referral;
  - f. Alternative/back-up care;

- g. Mildly ill child;
  - h. Enrichment and/or development.
6. Number of:
- a. Licensed child care centers;
  - b. Licensed family day care homes;
  - c. License-exempt child care centers
  - d. Other license-exempt providers (optional).

#### **M. CLPC Reporting**

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

#### **N. Child Development Data Collection (5 CCR 18070)**

The contractor shall submit the following:

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

#### **O. Dual Language Learners (DLL) Reports (WIC 10209.6)**

In accordance with guidance provided by CDSS, General Child Care and Development Programs (CCTR) and center-based Migrant General Child Care and Development Programs (CMIG) contractors shall identify and report data on Dual Language Learners (DLL) enrolled in center-based classrooms.

#### **P. Other Report Data (5 CCR 18070)**

1. Contractors shall submit statistical, cost and program data as requested by the CDSS in order for the CDSS to prepare various legislatively mandated

reports, to meet state and federal reporting requirements and for the effective administration of child care and development programs.

2. Contractors submitting data to the CDSS will include a certification that the data are correct and complete, and the signature of the person authorized by the contractor to certify the data. The signature may be electronic as specified by the CDSS.
3. Contractors shall submit complete, accurate data to the CDSS by the date specified, and as specified, in the CDSS's request for this information. Incomplete, inaccurate, or incorrectly formatted reports, and reports not received by the required due date shall be considered delinquent. Penalties for delinquent reporting are specified.

#### **Q. Budget and Calendar**

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

#### **R. Reserve Accounts (W/C 10441)**

1. All contractors are encouraged to develop and maintain a reserve within the Child Development Fund. This reserve is derived from earned, but unexpended contract funds. Reserve account funds are state funds the contractor holds in reserve as deferred revenue until they are properly spent or returned to the CDSS.
  - a. C2AP, C3AP, CAPP, CMAP, CFCC contractors may retain a reserve balance of up to eight percent (8%) of the maximum allowable administration and support costs for the aggregate sum of all alternative payment contracts or one thousand dollars (\$1,000), whichever is greater.

- b. CCTR, CHAN, and CMIG contractors may retain a reserve balance equal to fifteen percent (15%) of the sum of the maximum reimbursable amounts of all contracts to which the contractor is a party, or two thousand dollars (\$2,000), whichever is greater.
  - c. CRRP contractors may retain a reserve balance not to exceed three percent (3%) of the contract maximum reimbursable amount. This reserve is derived from unexpended contract funds.
- 2. The following criteria must be followed when establishing and using any reserve account:
  - a. Each agency wishing to establish a reserve shall submit a letter of intent no later than July 20 following the close of the fiscal year for which the reserve will be established. The letter of intent must be on the form provided by CDFS and signed by the executive director (or authorized designee for public agencies).
  - b. Each reserve must be maintained in an interest-bearing account and the amount of interest earned will be included in the reserve balance.
  - c. Reserve monies can only be used for expenses that are allowable reimbursable expenses. Transfers from one reserve account type (or category) to another are not allowable. However, transfers to a current-year contract in the same reserve category are allowable and shall be reported as restricted program income on that contract's attendance and fiscal report.
  - d. Reserve monies are generated from current year contracts, therefore, the transferable amount generated during the contract period will not be available until July 1 of the subsequent fiscal year.
  - e. Transfers to the reserve will be authorized by CDFS only once per fiscal year. Upon receipt of the June final report, preliminary reserve amounts will be calculated by CDFS and reported to the contractor. If the contractor is an LEA, this may be the official notification provided there are no further amendments. For agencies required to submit an audit to the CDSS, the amount will not be final until the audit is closed by the OAS and there are no outstanding billings.
  - f. Participating agencies must submit a Reserve Account Activity Report with a copy of their supporting General Ledger for each reserve account category type along with their June attendance and fiscal report due July 20. Reports not received in CDFS by July 20 shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received.

- g. Upon closure of a reserve account or termination of child care and development contracts, all monies in any reserve account shall be returned to the CDSS.

## **V. AUDIT REQUIREMENTS**

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

1. Contractors shall submit to the CDSS, Office of Audit Services (OAS), an acceptable annual financial and compliance audit as follows:
  - a. The audits for school districts and county offices of education for the contract period shall be submitted to the State Controller and the CDE by December 15, in accordance with *EC 41020* and extensions shall only be granted in accordance with *EC 41020.2*.
  - b. The audit reports for community colleges are due to CDSS by December 31.
  - c. All other contractors shall submit their annual audit to CDSS by the 15th day of the fifth month following the end of the contractor's fiscal year, or earlier if specified by CDSS. The audit report must meet the requirements of the Audit Guide, including the requirements for child care and development specific supplementary information. If a contractor receives less than twenty-five thousand dollars (\$25,000) per year from any state agency, the audit shall be conducted and submitted biennially, unless the CDSS deems there is evidence of fraud or other violation of state law in connection with the contract. If the contract is terminated during the contract period, then the audit required under this paragraph shall cover the period from the beginning of the contract through the date of termination.
2. All audits shall be performed by one of the following:
  - a. A Certified Public Accountant who possesses a valid license to practice within the State of California;
  - b. A Public Accountant licensed on or before December 31, 1970, and currently certified and licensed by the State of California;
  - c. A member of the CDSS's staff of auditors.
  - d. Public contractors may have their audits prepared by in-house auditors or internal audit staff that performs auditing functions and meets the tests of independence found in the Government Auditing Standards, issued by the Comptroller General of the United States.

3. Any contractor who subcontracts their child care and development services to another entity (see **Subcontract for child care and development services** in Definitions) is required to submit an audit report that complies with the Audit Guide for their subcontractor(s) as well as for their agency.
4. Private agencies (including proprietary entities) that expend seven hundred fifty thousand dollars (\$750,000) or more in total federal funds are required to have an Organization Wide Audit (OWA) performed in accordance with the Uniform Guidance and the Audit Guide.
5. Governmental and other public agencies (excluding school districts, county offices of education and community college districts) must comply with the requirements of the Uniform Guidance and the Audit Guide. All other agencies (excluding school districts, county offices of education and community colleges) must submit a contractor audit performed in accordance with the Audit Guide.
6. The audits for voucher-based contractors shall include, but not be limited to, a sampling of the evidence of fees charged to, and paid by, families of non-subsidized children, the daily enrollment of subsidized children, the number of days of service provided to subsidized children, the assessment and collection of parent fees, and the availability of support services to subsidized children and their families as needed pursuant to the terms of the contract.

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

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

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

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

#### **D. California State Auditor (GC 8546.7)**

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

### **VI. SUBCONTRACTS**

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

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

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

#### **B. Required Subcontract Provisions (5 CCR 18031)**

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

Every subcontract shall be in writing and specify:

1. The dates within which the subcontractor is to perform the contract.
2. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the state.
3. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount.
4. The service(s) to be provided under the subcontract and the responsibilities of each party under the subcontract.
5. The subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers, employees or agents of the State of California.
6. Modifications of the subcontract shall be in writing, and for subcontracts in excess of ten thousand dollars (\$10,000), prior written CDSS approval is required unless the subcontract is otherwise exempt from prior CDSS approval.
7. The subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
8. The remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000).
9. The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the contractor upon termination of the subcontract. The subcontract shall also specify that the subcontractor shall obtain prior written approval from the contractor and the CDSS for any unit of equipment that costs in excess of ten thousand dollars (\$10,000).
10. The subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDSS's non-represented employees computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.
11. The subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or

supplying work, services, materials or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

12. For those subcontracts requiring prior approval, the subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years.
13. The provisions of the **Nondiscrimination Clause** included in the prime contract as specified in the 2 CCR 11105.
14. Funding of the subcontract should be made subject to the appropriation and availability of funds from the state.
15. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
16. The subcontract should provide that the subcontractor, its agents, and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
17. Subcontracts for ten thousand dollars (\$10,000) or more cannot become effective and binding on either the prime contractor or the subcontractor until approved in writing by the CDSS, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the state. Modifications to any contracts for \$10,000 or more shall also not be effective until approved in writing by the CDSS and any work in performance of such modification prior to the date of approval of the modification shall not be used as a claim against the state. Specific approval requirements are set forth in paragraph E, *Prior CDSS Approval for Subcontracts \$10,000 and Above*, below.
18. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.
19. All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

#### **C. Private Agencies-Bids for Subcontracts (2 CFR 200.319, 5 CCR 18027)**

1. Private contractors shall obtain at least three (3) bids or estimates for subcontracts exceeding ten thousand dollars (\$10,000), prior to cost allocation.

2. If three (3) bids or estimates cannot be obtained, the private contractor shall maintain documents in its records that establish:
  - a. The reasons three (3) bids or estimates could not be obtained; and
  - b. The reasonableness of the proposed expenditure without three (3) bids or estimates.
  - c. Documentation for the single-source vendor or service provider, including the reason that vendor should be approved, must be submitted for approval in lieu of three (3) bids.
3. The subcontract shall be awarded to the lowest responsible bidder.
4. The contractor shall not split subcontracts to avoid competitive bidding requirements.

#### **D. Public Agencies Subcontracts**

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

#### **E. Prior CDSS Approval for Subcontracts (5 CCR 18028-18030)**

1. Contractors shall obtain prior written approval from the CDSS for subcontracts of ten thousand dollars (\$10,000) or more, prior to cost allocation, that are otherwise not excluded from the provisions as stated in paragraph (A) above.
2. Prior to execution of a subcontract and commencement of work, the contractor shall submit two (2) copies of the proposed subcontract to the CDSS for approval, including a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Bids, if applicable, shall be submitted to the CDSS when requesting approval. If three (3) bids were not obtained, the contractor shall provide written justification when the subcontract is submitted to the CDSS for prior approval. Contractors shall demonstrate that approval of the subcontract is cost effective to the state.
3. For proposed capital outlay subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.
4. Requests for approval of subcontracts for transportation services shall include a Certificate of Insurance of the subcontractor in an amount not less than \$1 million per occurrence (or a greater amount if required by the Public

Utilities Commission regulations), listing the contractor and the state as additional named insured.

5. One copy of the subcontract will be retained by the CDSS, and the other copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt of all required documents.
6. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDSS approval. A disapproved contract will include a statement of the reason(s) for not approving the subcontract. If the request for approval of a subcontract is denied, the contractor may appeal the decision in accordance with instructions specified in Section II, paragraph P, *Resolution of Contracts and Administrative Disputes*.
7. The CDSS does not assume any responsibility for performance of approved subcontracts nor does the CDSS assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.
8. Subcontracts which increase the contractor's cost of performance are non-reimbursable. Subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

#### **F. Audit Requirements for Subcontracts (5 CCR 18032)**

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

- b. All other contractors shall submit the subcontract audit along with the contractor's audit as specified Section V, paragraph A, *Annual Financial and Compliance Audits*.

## **VII. FACILITIES AND EQUIPMENT**

### **A. Facilities and Equipment Expenditures**

Facilities and Equipment Expenditures are subdivided into two categories:

#### **1. Capitalized**

- a. Buildings and Improvements: Sites; renovations and repairs of sites; buildings; renovations and repairs of buildings, building fixtures, services systems; and
- b. Equipment: Tangible personal property (including information technology systems)
  - i. having a useful life of more than one year and
  - ii. a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor for financial statement purposes, or \$10,000. (2 *CFR* 200.1)

#### **2. Non-capitalized**

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

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

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

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

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

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

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

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

### **E. Preapproval Requirements (2 CFR 200.333, 200.439(b)(1), 5 CCR 18029 and 18040)**

All equipment, as defined in Section X, Definitions below, including equipment replacement, purchases that meet of the following criteria shall be approved in writing in advance by the CDSS.

1. The per-unit acquisition cost equals or exceeds the lesser of the capitalization level established by the contractor for financial statement purposes, or ten thousand dollars (\$10,000), including tax, shall be approved in writing in advance by the CDSS.
2. The sum of all items included in the purchase equals ten thousand dollars (\$10,000) or more, including tax, shall be approved in writing in advance by the CDSS.
  - a. All expenses associated with a purchase that are necessary for the equipment to perform its intended purpose, prior to cost allocation, should be included in determining if prior approval is required (e.g., a playground structure includes multiple components, although each component may be purchased separately. When determining pre-approval requirements, all components purchased for the playground should be considered).
  - b. Subdividing equipment purchases into separate items to avoid the preapproval requirement is prohibited.
  - c. Proposed renovation and repair work for ten thousand dollars (\$10,000) or more, including the invoiced cost, plus any applicable sales tax, delivery fees, or installation charges, shall be approved in writing in advance by the CDSS. (2 *CFR* 200.439(b)(3))
3. All expenses associated with a purchase that are necessary for the improvement to perform its intended purpose, prior to cost allocation, should be included in determining if prior approval is required.
4. Subdividing renovation and repair work into separate purchases to avoid the preapproval requirement is prohibited.
  - a. Approval requests shall be submitted on the Request for Approval of Equipment form.
  - b. Bids, if applicable, shall be attached to the Request for Approval of Equipment when submitted to the CDSS for approval.
5. One copy of the request shall be retained by the CDSS.
6. One copy will be returned to the contractor approved or disapproved within thirty (30) calendar days of receipt.
7. If the request for approval of an equipment purchase is disapproved, the contractor may appeal the decision in accordance with Section II, paragraph P, *Resolution of Contract Administration Disputes*.
8. Procurement practices must also be in accordance with the following provisions:

- a. Public Agencies shall comply with the applicable sections of the *PCC*.
- b. Lease-purchase agreements are subject to the above requirements.
- c. If the work is to be performed through a subcontract, the requirements of Section V, *Subcontracts*, above apply.
- d. When private agencies submit proposed subcontracts for renovation and repair for approval, evidence shall be included that the proposed subcontractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.

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

All equipment purchases, replacements, and improvements not performed by the contractor's staff exceeding ten thousand dollars (\$10,000), including tax, must have at least three (3) bids or estimates.

- 1. Each bid or estimate must contain prices for equivalent and comparable items and/or services.
- 2. When available, consolidating procurements to obtain a more economical purchase is required.
- 3. Subdividing equipment purchases into separate items to avoid the competitive bidding requirement is prohibited.
  - a. If bids or estimates are required, the contractor shall purchase the goods or services from the lowest responsible bidder or estimator. The contractor shall conform to the materials, terms and conditions of the invitation for bid, and with paragraph E, *Preapproval Requirements*, above.
  - b. If bids or estimates are required, and three (3) bids or estimates cannot be obtained, the contractor shall provide adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained (e.g., an emergency situation, or the item is only available from a single source).
  - c. Lease-purchase agreements are subject to the above requirements.

**G. Obtaining Bids for Equipment Purchases for Public Agencies**

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

## **H. Asset Management**

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

A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft (any loss, damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

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

- a. An inventory of all equipment and all non-disposable items with an estimated useful life of more than one year, purchased in whole or in part with child care and development contract funds, shall be maintained. For more guidance refer to California School Accounting Manual Procedure 700.
- b. Property records must be maintained that include the following:
  - i. Description;
  - ii. Serial number or other identification number;
  - iii. The source of funding;
  - iv. The acquisition date;
  - v. The cost;
  - vi. The location, use and condition; and
  - vii. Any ultimate disposition date including date of disposal and sale price if applicable.
- c. A physical inventory must be taken at least every two (2) years and reconciled with property records. (2 *CFR* 200.313(d)(2))

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

### **1. Buildings and Improvements**

- a. Title to real property acquired in whole or part with state child care and development (CCD) funds shall vest in the contractor subject to the condition that the contractor shall use the real property for the authorized purpose of the child care and development program as long as it has a contract with the CDSS and shall not encumber the property without the prior written approval of the CDSS. (2 *CFR* 200.311(a))

- b. When the real property is no longer needed for the purposes of any CDSS program, the Contractor shall request disposition instructions from the CDSS, which shall observe one of the following three disposition instructions:
  - i. The CDSS may permit the contractor to retain title without further obligation to the CDSS after the contractor compensates the CDSS or that percentage of the current fair market value of the property, net of reasonable and necessary selling costs, attributable to the CDSS's share of the acquisition cost.
  - ii. The contractor may be directed to sell the property under guidelines provided by the CDSS and pay the CDSS for that percentage of the current fair market value of the property, net of reasonable and necessary selling and fix-up costs, attributable to the CDSS's share of the acquisition cost.
  - iii. The contractor may be directed to transfer title to the property to the CDSS or to an eligible third party, provided that, in such cases, the contractor shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

## 2. Equipment (5 CCR 18025)

- a. Title – When equipment is purchased with state funds, title shall vest with the contractor only for such period of time as the contractor has a contract with the CDSS.
- b. Retention of Equipment – The CDSS may provide written authorization for the contractor to retain the equipment for the contractor's own use if a fair compensation is paid to the state for the state's share of the cost of the equipment. Fair compensation shall be determined by the state using the state's share of original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the equipment.
- c. Use – When equipment is purchased in whole or in part with state funds, the contractor shall use the equipment exclusively in the program(s) from which funds were used to purchase the equipment. If the contractor wishes to share the use of the equipment between/among two (2) or more programs, the cost of such equipment shall be prorated between/among the programs.

- d. Disposition – The contractor may dispose of obsolete equipment and remove the asset at its recorded value. If the sale of equipment originally purchased with state funds occurs, the proceeds from the sale of the equipment must be returned to the program. If the contractor no longer has a contract with the CDSS, the contractor shall dispose of the equipment in accordance with written directions from the CDSS.

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

### **A. Eligibility for Funding (*WIC 10244, 5 CCR 18001(a)*)**

1. A current contractor is eligible to apply for new or additional funds except when one or more of the following conditions apply during the Request for Application (RFA) cycle:
  - a. The contractor is on conditional status because of fiscal or programmatic noncompliance as described in paragraphs *D, Administrative Review of Changes in Contract Status*; or *E, Conditional Contract Status Procedure*, below;
  - b. The contractor is on provisional contract status as described in paragraph *C, Contract Classification* below;
  - c. The contractor was previously awarded expansion funding and has not yet begun to provide services with that funding;
  - d. The CDSS has conducted a compliance review and the contractor has failed to cure items of fiscal and programmatic noncompliance identified in the review within twelve (12) months of the issuance of the compliance review report;
  - e. The CDSS reduced the contractor's current year maximum reimbursement amount due to the contractor's inability to utilize its full contract amount, whether through low enrollment or low expenditures for the same contract type;
  - f. The CDSS has evidence that the agency has not been able to successfully fulfill current contract requirements by serving children in a quality program and in a fiscally responsible manner.
  - g. The contractor has in place, or places, a person in a position of fiscal responsibility or control who has been convicted of a crime involving misuse or misappropriation of state or Federal funds, or a state or Federal crime involving moral turpitude ([WIC Section 10399](#));
  - h. The applicant contractor has a delinquent audit pursuant to Section V, paragraph C, *Delinquent Audits and One-Time-Only Extensions*.

2. A current contractor that is applying for additional funds may be awarded less than the full amount requested during negotiations of the award, particularly if it has been determined that they are not fully utilizing their current contract maximum reimbursable amount.

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

1. Contractors have no vested right to a subsequent contract.
2. Contractors that are not on conditional contract status, but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, laws, or regulations, shall receive an administrative review to determine whether they will receive an offer for continued funding.
3. Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum may not be offered a subsequent contract and shall be so notified by the CDSS at least ninety (90) calendar days prior to the end of the current contract period.
4. Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the CDSS in accordance with the instructions and timelines specified in the request.
5. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDSS of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the CDSS.

## **C. Contract Classifications**

1. Clear Contract (*WIC 10397*)

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

2. Provisional Contract (*WIC 10397* and *5 CCR 18068*)
  - a. This designation applies to an agency's first contract for any particular service or to the contract of an existing contracting agency for a new, modified, or different type of service. The timeframe of a provisional contract is at the discretion of the CDSS and is given to ensure that the contracting agency can demonstrate fiscal and programmatic compliance before the contract is designated as a clear contract. Contractors on provisional status shall submit monthly fiscal and attendance reports to CDFS. The contract status shall be reviewed annually.

- b. For purposes eligibility for funding as described in paragraph A above, a contractor is considered to be on provisional status if they were awarded a child care and development contract in the prior year's child care and development expansion application cycle, regardless of whether a contract has been executed. A contractor remains on provisional status until they receive a clear contract from the department.
- 3. Conditional Contract (*WIC 10397*)
  - a. This designation applies to a high-risk contract awarded to a contracting agency that evidences fiscal or programmatic noncompliance, or both fiscal and programmatic noncompliance.
  - b. A contracting agency with one or more contracts designated as conditional is deemed to be on conditional status with the CDSS for all child care and development program purposes and is subject to any restrictions deemed reasonable to secure compliance.

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

1. Contract performance shall be reviewed at least annually by CDSS staff who shall determine by April 1 of each year whether to offer continued funding on a clear contract, continued funding on a conditional basis or to make no offer of continued funding.
2. If the staff recommends conditional status or no offer of continued funding, the contractor shall be notified in writing of the reasons for the proposed change in contract status by April 7. The notice of proposed action shall be sufficiently specific to allow the contractor to respond to the factual basis for the proposed action.
3. If the contractor disagrees with the proposed action, the contractor's response shall be received by the CDSS within ten (10) calendar days of receipt of the notice of proposed action. The contractor's response shall include any written materials in support of its position and, if the contractor intends to make an oral presentation, the response shall so specify.
4. If the action is being appealed, the staff recommendation and the contractor's response shall be reviewed by an administrative review panel convened by the Deputy Director of the CCDD within seven (7) calendar days of receipt of the contractor's response. The review panel will consist of representatives of CCDD management, CDFS, CDSS's Legal Division, OAS, Contracts Office, and a representative of a child care and development service provider familiar with the type(s) of program(s) operated by the contractor.
5. Upon review of the written submissions, the panel will do one of the following:

- a. Issue a final decision upholding or modifying the proposed change in status if no oral presentation has been requested;
  - b. Schedule a time and place for an oral presentation by the contractor; or
  - c. Issue a final decision to not change the contract status.
- 6. If an oral presentation has been requested, the contractor will be notified by telephone or email of the time and place of the presentation. The oral presentation will be scheduled no later than fourteen (14) calendar days from receipt of the contractor's response.
- 7. At the oral presentation, the contractor or the contractor's representative will have an opportunity to explain any material submitted in its response. While the contractor may present any information or arguments that are relevant to the proposed action, the review panel may set reasonable limits on the scope of the presentation.
- 8. Within seven (7) calendar days after the oral presentation, the review panel shall issue and email to the contractor a decision upholding, reversing, or modifying the proposed change in contract status. The decision of the review panel shall be the final action of the CDSS with regard to that contract.

#### **E. Conditional Contract Status Procedure**

- 1. Conditional Status Imposed During the Contract Period (5 CCR 18304)
  - a. If the contractor demonstrates fiscal or programmatic noncompliance during the contract period, based on such information as an annual audit report, an FPM/CMR, or a change in licensing status, the CDSS may place the contract on conditional status for the remainder of the contract period.
  - b. The contractor shall receive notice and may request an administrative review of the proposed action as required paragraph D, *Administrative Review of Changes in Contract Status*, above, in the event such a change in contract status is recommended by staff of the CDSS.
  - c. If the contract is placed on conditional status during the last ninety (90) days of the contract period and the contractor is offered continued funding, the contract for the subsequent contract period will also be on conditional status.
- 2. Conditional Status Addendum (WIC 103975 CCR 18305)

- a. If the contractor is placed on conditional status during the contract period, a Conditional Status Addendum will be issued by the CDSS, and the Conditional Status Addendum shall be considered a part of the annual child development contract and binding on the contractor.
  - b. A Conditional Status Addendum shall contain a bill of particulars which detail the items of noncompliance, the standards that must be met to avoid termination of the contract and to qualify the contractor for clear contract status. The Addendum shall include all the following:
    - i. The specific item(s) of noncompliance which the contractor must correct;
    - ii. The specific corrective action(s) which must be taken;
    - iii. The time period within which the contractor must complete the corrections; and
    - iv. Notice that failure to demonstrate substantive progress within six (6) months shall constitute a breach of contract and may result in no offer of continued funding, or termination of the contract.
3. Duration of Conditional Contract Status (*WIC 10397(a)(3)* and *5 CCR 18307*)
- a. A contractor shall remain on conditional contract status until the contractor has corrected deficiencies and/or has met requirements identified in the Conditional Status Addendum.
  - b. Failure to demonstrate substantive progress toward fiscal or program compliance within six (6) months of being on conditional status shall constitute a breach of contract and may subject to no offer of continued funding or termination of the contract, in accordance with paragraph F, *Contract Termination Procedure*, below.
  - c. A contractor with a repayment plan shall remain on conditional contract status and not receive any apportionments until full repayment is made.
  - d. A contractor on conditional contract status that is not on a repayment plan shall remain in that status until:
    - i. The CDSS issues written notice to the contractor that the conditional status has been cleared;
    - ii. The contractor is issued a clear contract; or
    - iii. The contract terminates according to its terms.

- e. A contractor may request written verification from the CDSS that some of the deficiencies have been corrected even if the contractor will not be removed from conditional contract status.
- f. While on conditional status, the contractor shall submit monthly fiscal and attendance reports to CDFS. The first monthly report shall include a current inventory of equipment purchased in whole or in part with contract funds.
- g. Contractors on **conditional** status are not eligible to apply for new or additional funds.
- h. Contractors on Conditional contract status continue to be subject to, Termination, and Non-Renewal in accordance with paragraphs B, *Review of Contracts for Continued Funding*; and F, *Contract Termination Procedure*.

## **F. Contract Termination Procedure**

1. Contractor's Termination for Convenience (5 CCR 18024)
  - a. A contractor may terminate the contract for any reason during the contract term.
  - b. The contractor shall notify the CDSS of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.
  - c. Within fifteen (15) days from the date the contractor notifies the CDSS of its intent to terminate the contract, the contractor shall submit:
    - i. A current inventory of equipment purchased in whole or in part with contract funds; and
    - ii. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract.
    - iii. CFCC and Alternative Payment program contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services funded by the child care and development contract.
  - d. Upon receipt of a notice of intent to terminate, the CDSS will transfer the program to another agency as soon as practicable.
2. Immediate Termination (*WIC* 10398, 10399, and 10401)

- a. A contracting agency that evidences any of the following acts or omissions may have its contract immediately terminated if there is documented evidence of the acts and omissions, and upon review and recommendation of the general counsel of the CDSS for any of the following reasons:
  - i. Fraud, or conspiracy to defraud.
  - ii. Misuse or misappropriation of state or federal funds, including a violation of *WIC* 10399.
  - iii. Embezzlement.
  - iv. Threats of bodily or other harm to a state official.
  - v. Bribery or attempted bribery of a state official.
  - vi. Unsafe or unhealthy physical environment or facility.
  - vii. Substantiated abuse or molestation of children.
  - viii. Failure to report suspected child abuse or molestation.
  - ix. Theft of supplies, equipment, or food.
  - x. Cessation of operations without the permission of the CDSS or acts or omissions evidencing abandonment of the contract or contracts.
  - xi. C2AP, C3AP, CAPP, CMAP, and CFCC contractors that fail to fully reimburse a significant number of approved child care providers as determined by the CDSS, within fifteen (15) calendar days after the date set in the plan for timely payments to child care providers, adopted by the contracting agency, in accordance with Section X, paragraph A *Plan for Provider Reimbursement and Certificates*, item (1) of relevant program requirements, unless the failure is attributable to a delay in receiving apportionments from the state.
  - xii. Failure to pay salaries owed to employees, or pay federal payroll tax, for more than fifteen (15) days after the employee salaries, or federal payroll taxes were due, unless the failure is attributable to a delay in receiving apportionments from the state.
  - xiii. Contractors that have in place or who place a person in a position of fiscal responsibility or control who have been convicted of a crime involving misuse or misappropriation of state or federal funds, or a state or federal crime involving moral turpitude, may have its contract terminated if there is documented evidence of the conviction, and upon review and recommendation of the general counsel of the CDSS.

- xiv. If the agency provides evidence to the CDSS, before the effective date given in the notice of immediate termination, that the convicted person has been removed from the position of fiscal responsibility or control and provides assurance that the person will not be returned to a position of fiscal responsibility or control, the CDSS shall withdraw the termination action.
  - b. A contractor whose contract is immediately terminated retains appeal rights. Contractors that are the subject of an immediate termination shall not continue to operate during the appeal of termination.
3. Non-Immediate Termination (*WIC* 10398, 10399, and 10400 and 5 *CCR* 18301)
- a. In addition to the grounds set forth in (2) above, which also may be the basis for a non-immediate termination, termination of a contract during the contract period may occur when:
    - i. A contractor fails to correct items of fiscal or programmatic noncompliance within six (6) months of receiving a conditional contract which includes a Conditional Status Addendum issued in accordance with (2) of paragraph E, *Conditional Contract Status Procedure*; or
    - ii. A contractor fails or refuses to make available for examination or copying by an authorized employee of the CDSS any records or documents that the contractor is required to retain, upon a request by that employee to examine or copy such records or documents; or
    - iii. A contractor refuses to permit an authorized employee of the CDSS to enter a facility operated by the contractor during days of operation as indicated in the approved program calendar on file with the CDSS.
  - b. Any action by the CDSS to terminate a contract, other than to terminate a contract on an immediate basis shall be preceded by a ninety (90) day notice of the action, stating the specific reasons for the action, and describing the contractor's appeal rights pursuant to paragraph G, *Independent Appeals*. Except for cases of immediate termination, contractors that are terminated shall be allowed to continue to operate during the appeal of termination.
4. Contractor's Responsibility After Notice of Nonrenewal or Termination (5 *CCR* 18302 and 18054)
- a. After receiving notice of the CDSS's decision to terminate the contract or to make no offer of continued funding, the contractor shall submit copies to, or make available for copying by the CDSS, all of the following:

- i. A current inventory of equipment purchased in whole or in part with contract funds;
  - ii. The names, addresses and telephone numbers of all families served by the contract, all staff members funded by the contract; and
  - iii. Monthly enrollment and attendance reports until the contract is actually terminated or until the final month for which the contractor retains a contract. C2AP, C3AP, CAPP, CMAP, and CFCC contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services under the contract.
- b. The CDSS shall only be obligated to compensate the contractor for net reimbursable program costs or earnings, whichever is less, in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The CDSS shall offset any monies the contractor owes against any monies CDSS owes under this contract.

#### **G. Independent Appeals (WIC 10392, 10393)**

1. An independent appeal procedure shall be available to any contractor in any of the following circumstances:
  - a. Termination of a contracting agency's contract
  - b. Denial of more than four (4%) percent or twenty-five thousand dollars (\$25,000), whichever is less, of the contact maximum reimbursable amount.
  - c. Demand for remittance of an overpayment of more than more than four (4%) percent or twenty-five thousand dollars (\$25,000), whichever is less, of the contact maximum reimbursable amount.
2. Before filing an appeal petition for an action taken pursuant to (b) or (c) of (1) above, the contractor shall have submitted all previously required standard monthly or quarterly reporting forms to the CDSS.
3. Such appeals shall be heard by independent hearing officers in accordance with procedures established by the Office of Administrative Hearings (OAH) as specified in California Code of Regulations, Title 1, Sections 1121 through 1126,

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

1. Notice of Defense/Appeal Petition

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

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

3. Hearing

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

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

#### 4. The Decision

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

#### 5. Settlement between the Parties

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

#### 6. Request for Additional Written Materials on File at CDSS

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

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

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

**A. Submission and Disclosure of Child Care Provider Information**

1. Contractors are required to collect and submit to the CDSS, or its designee, as required by law, the following information for all licensed family child care home providers and individual licensed-exempt child care providers providing subsidized child care services and in accordance with Section IV, Paragraph J, *Subsidized Provider Report*:
  - a. Mailing address
  - b. Home address
  - c. County
  - d. Home, cell, and work telephone number, if known
  - e. Email address, if known
  - f. Whether provider is licensed or license-exempt, include state facility license number for licensed providers.
  - g. Primary language used, if known\*
  - h. Contractor, subcontractor, agency, or political subdivision administering the program in which the provider participates.
  - i. Unique provider identification number, when available\*
  - j. Contract type
  - k. The amounts of all subsidies paid to each provider in the report month,

Note: Provider work telephones number, email address, primary language used, and unique provider identification number are not optional; if it is known to the contractor, it must be included.

2. Contractors that are not able to provide amounts of all subsidies, as specified in (k) of (1) above, shall have an implementation plan on file with CCPU.

3. The information collected from family child care providers, as defined, may be re-disclosed by the CDSS to provider organizations as defined in law as well as other state agencies as permitted by law for purposes of organizing, representing, and assisting family child care providers, as well as for purposes of emergency response planning and monitoring health and safety requirements to comply with Child Care and Development Block Grant requirements.
4. Contractors shall not delay or obstruct the collection of the provider information.
5. Contractors must notify family child care providers in writing of the collection and use of the information in order to comply with applicable laws, including the Information Practices Act.
6. Upon learning that a family child care provider will no longer receive a subsidized child care payment, contractors shall, as required by law and in conformance with the format, timeline and manner prescribed by the CDSS, inform the CDSS of the date the provider ended subsidized care.

## **B. Notices and Communications**

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

## **C. Reimbursement**

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

#### **D. Memorandum of Understanding**

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

#### **E. Interference**

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

#### **F. Training Partnership**

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

### **X. DEFINITIONS**

As applicable to each specific program type.

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

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

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

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

- a. Earnings of a child under age eighteen (18) years;
- b. Loans;
- c. Grants or scholarships to students for educational purposes;

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

**Administrative costs** means costs incurred for administrative activities where neither the family, the child nor the service providers for voucher-based programs and family child care homes directly benefit from the activity. These costs shall be inclusive of indirect costs if applicable. (5 CCR 18013(c)) For Alternative Payment Programs, administrative costs shall include, but not be limited to, costs associated with the dissemination of information on developmental screenings, including information on existing resources and a description of how a family or eligible child care provider may utilize those resources to obtain developmental screenings, as described in Section 9858c of the Title 42 of the United States Code. (*WIC* 10229).

For CalWORKs Stage 1 and Stage 2 (C2AP) programs, serving children birth to 12 years of age, administrative and support services funds may be utilized to provide families at risk of homelessness or escaping domestic abuse a referral pathway to secure stable child care placement. These services may be provided to the extent possible, in coordination with, and not supplanting, services provided by county human services agencies, and may be provided in partnership with homeless service agencies, domestic violence agencies, or other supportive housing. (*WIC 10372.3*)

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

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

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

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

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

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

- a. Unsubsidized employment;
- b. Subsidized private sector employment;
- c. Subsidized public sector employment;

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

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

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

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

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

- a. A person who has been delegated the responsibility to sign a child in and out of a child care program in the absence of the parent; 5 *CCR* 18013(f).

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

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

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

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

**Capital Outlay** means the amount paid for the renovation and repair of child care and development and preschool facilities to comply with state and local health and safety standards, and the amount paid for the state purchase of relocatable child care and development and preschool facilities for lease to qualifying contracting agencies. (WIC 10213.5)

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

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

**Certified Schedule** means the number of hours per day and/or week that a family is approved to receive subsidized child care and development services. (5 CCR 18078)

**Child Care Certificate** means a certificate that may be a check, or other disbursement issued by a grantee directly to a parent who may use such certificate only as payment for child care services or as a deposit for child care services if a deposit is required by the provider. Nothing in this part shall preclude the use of such certificate for sectarian child care services if freely chosen by the

parent. For the purposes of this part, a child care certificate is assistance to the parent, not assistance to the provider. (45 *CFR* Section 98.2)

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

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

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

**Child Care and Development Services** means those services designed to meet a wide variety of needs of children and their families, while their parents or guardians are working, in training, seeking employment, incapacitated, or in need of respite. These services may include direct care and supervision, instructional activities, resource and referral programs, and alternative payment arrangements. (*WIC* 10213.5)

**Child Care Provider** means an adult or agency that provides child care services pursuant to the *WIC* 10270-10490 Child Care and Development Services Act. (5 *CCR* 18400(b))

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Days of Operation** means a day in which the contractor provides service, as indicated on the approved program calendar, to one or more certified children enrolled in a Center-Based program, excluding CFCCs. For Alternative Payment and CFCC programs, a day of operation means a day the administrative office is open for business, as indicated on the approved program calendar.

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

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

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

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

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

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

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

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

**Early learning and care program** is defined as "Child Care and Development Program" as set forth in *WIC* 10213.5.

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

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

**Educational programs** for purposes of determining need for child care and development services means either of the following: (5 CCR 18078)

- a. Classes or courses for English language learner (ELL) or English as a Second Language (ESL); or

- b. Classes or courses to attain a high school diploma, a General Education Development (GED), or a High School Equivalency (HSE) certificate, as specified in Education Code Section 8263(a)(1)(B).

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

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

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

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

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000. (2 CFR 200.1)

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

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

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

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

**Family child care homes** refers to licensed child care provided in a private home. (22 *CCR* 102352(f))

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

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

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

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

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

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

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

**Health Services** include, but are not limited to all of the following: (*WIC* 10213.5(q))

- a. Referral, whenever possible, to appropriate health care providers able to provide continuity of medical care.
- b. Health screening and health treatment, including a full range of immunization recorded on the appropriate state immunization form to the extent provided by the Medi-Cal Act (chapter 7 (commencing with Section 14000) of Part 3) and *the Child Health and Disability Prevention Program* (Article 6 (commencing with Section 124025) of Chapter 3 of Part 2 of Division 106 of the Health and Safety Code, but only to the extent that ongoing care cannot be obtained utilizing community resources.
- c. Health education and training for children, parents, staff, and providers.
- d. Follow-up treatment through referral to appropriate health care agencies or individual health care professionals.

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

**Immediate need** means a situation in which both subsections (a) and (b) apply:

- a. An eligible parent has a need for child care services pursuant to Welfare and Institutions Code section 10271(a)(1)(B); and
- b. The contractor determines that no child care is reasonably available from a licensed, TrustLine registered or TrustLine-exempt provider that meets the parent's need for care. (5 *CCR* 18078)

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

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

- a. Migrant, agricultural, or seasonal work;
- b. Inconsistent and/or unstable employment or self-employment resulting in an inconsistent pattern of income; or

- c. Intermittent, occasional, sporadic, or infrequent earnings or income, including but not limited to bonuses, commissions, lottery winnings, inheritance, back child support payment, overtime, or net proceeds from the sale of real property or stock.

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

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

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

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

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

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

**Licensed provider** means an individual or organization that has obtained a child care license, as specified in 22 *CCR* 101156; *HSC* 1596.90, et seq.

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

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

- a. Evenings and/or Weekends for Licensed Providers pursuant to 5 CCR, Section 18075.1; or
- b. Children with Exceptional Needs pursuant to 5 CCR, Section 18075.2.

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

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

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

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

**New contract** means either:

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

**Notice of Action, Application for Services** means a written statement of specific information issued by the contractor that informs the family of the contractor's decision to approve or deny child care and development services.

**Notice of Action, Recipient of Services** means a written statement of specific information issued by the contractor informing the family changes to services in accordance with 5 CCR 18082.2, 18082.3, 18114, or 18066.5.

**Parent** means a biological parent, adoptive parent, stepparent, foster parent, caretaker, relative, legal guardian, or domestic partner of the parent as defined in Family Code Section 297, or any other adult living with a child who has responsibility for the care and welfare of the child. (WIC 10213.5(u))

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

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

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

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

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

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

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

**Program Director** means a person who is qualified to serve as a program director, pursuant WIC Sections 10242 and 10380.5.

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

**Provider**

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

**Provisional child care provider** means an individual, exempt from licensure pursuant to Health and Safety Code sections 1596.792(d) or (t), who provides child care for a child or children of an eligible parent for a period of up to 30 days when there is an immediate need. The provisional child care provider shall have completed a TrustLine application and submitted fingerprints, in accordance with Health and Safety Code sections 1596.603 and 1596.605. (5CCR 18078)

**Public agency** or **Public contractor** means a school district, community college district, county superintendent of schools, campus of the California State University or the University of California system, county, city, or other public entity under contract with the CDSS for the provision of child care and development services. (5 CCR 18013(r))

**Rate Sheet** means a listing the rates charged by the child care provider, including discount or scholarship policies, if any, along with a statement signed by the provider confirming that the rates charged for a subsidized child are equal to or less than the rates charged for a nonsubsidized child. (WIC 10228(c))

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

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

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

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

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

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

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

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

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

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

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

**Social service agency** means an agency that, in the course of day-to-day business, provides personal counseling, personal or group therapy provided by

personnel properly certified or licensed under California law. Examples of such agencies include county welfare departments and county mental health departments.

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

**Stage 1** means the first stage of CalWORKs child care services. Stage 1 child care services are administered by the CDSS through county welfare departments pursuant to *WIC* 10371. Stage 1 child care begins when authorized by the county welfare department. (5 CCR 18400(n)).

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

**Stage 3** means the third stage of CalWORKs child care services. Stage 3 child care services are administered by the CDSS through contracts with Alternative Payment program providers pursuant to *WIC* 10372.5. Stage 3 child care begins when a CalWORKs family receiving Stage 1 or Stage 2 child care services has fully utilized the family's twenty-four (24) months of eligibility to Stage 1 and Stage 2 child care services following the date the adult stopped receiving cash assistance. (5 CCR 18400(p))

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

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

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

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

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

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

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

For CalWORKs Stage 1 and Stage 2 (C2AP) programs, serving children 0 to 12 years of age, administrative and support services funds may be utilized to provide families at risk of homelessness or escaping domestic abuse a referral pathway to secure stable child care placement. These services may be provided to the extent possible, in coordination with, and not supplanting, services provided by county human services agencies, and may be provided in partnership with homeless service agencies, domestic violence agencies, or other supportive housing. (WIC 10372.3)

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

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

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

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

- a. Gross wages or salary, advances, commissions, overtime, tips, bonuses, gambling, or lottery winnings;
- b. Wages for migrant, agricultural, or seasonal work;
- c. CalWORKs cash aid;
- d. Gross income from self-employment less business expenses with the exception of wage draws;

- e. Disability or unemployment compensation;
- f. Workers' compensation;
- g. Spousal support, child support received from the former spouse or absent parent, or financial assistance for housing costs or car payments paid as part of or in addition to spousal or child support;
- h. Survivor and retirement benefits;
- i. Dividends, interest on bonds, income from estates or trusts, net rental income or royalties;
- j. Rent for room within the family's residence;
- k. Financial assistance received for the care of a child living with an adult who is not the child's biological or adoptive parent;
- l. Veterans' pensions;
- m. Pensions or annuities;
- n. Inheritance;
- o. Allowances for housing or automobiles provided as part of compensation;
- p. Insurance or court settlements for lost wages or punitive damages;
- q. Net proceeds from the sale of real property, stocks, or inherited property;  
or
- r. Other enterprise for gain.

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

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

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

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

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

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

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

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

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