CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: June 1, 2013

Dear Executive Directors, Child Development Programs:

Subject: **2013–14 CHILD DEVELOPMENT CONTRACTS**

Please find attached a summary of the Funding Terms and Conditions (FT&Cs) changes for Fiscal Year 2013–14 (FY) (Attachment A) and a list of contract types and prefixes for the Child Care and Development (CCD) contracts.

By July 1, 2013, the 2013–14 FT&Cs will be available on the Internet at http://www.cde.ca.gov/fg/aa/cd, which can be downloaded and printed for your files. The prior year 2012–13 FT&Cs will remain on the Web site for your convenience. In addition, the program requirements for the Quality (one-time only/support) programs will also be posted on the Web site. However, if you do not have Internet capabilities, you may request a hard copy by contacting your assigned contract analyst. The Contract Analyst Directory is also available at the California Department of Education (CDE) Web site listed above.

The 2013–14 funding term and condition changes include the TrustLine regulations (California *Health and Safety Code*, Section 1596.66) which were effective in January 2013 and the requirements for enrolling children in California State Preschool Program pursuant to Statutes of 2012, SB 1016, Chapter 38. As a result, there are new definitions added and/or revised in the Definition section of the FT&Cs. Additionally, the center-based program contracts have a "Site Listing" attached to the contract. The purpose of this listing is to ensure and identify in the contract the correct site locations, including both the name and address of sites where the CDE subsidized children are being served. The site listing information was pulled from the CDE Child Development Management Information System (CDMIS) which was identified as the most current site information the CDE have on file for the contractors. If the information on the "Site Listing" does not reflect the correct information, please update this information in the CDMIS as soon as possible. Please **do not** write on the "Site Listing" attached to the 2013–14 Contract(s).

The CDE encourages you to read all the terms of the contract including the General Terms and Conditions (GTC-610/GIA-610 and CCC-307). It is necessary that you return

the CCC-307 with your signed contract because the CDE will be unable to process the contract without the signed CCC-307 and/or the Federal Certification (CO-8) if applicable. **Please sign and return your contract(s) and all appropriate documents to the CDE Contracts, Purchasing and Conference Services Office (CPCSO)**, as soon as possible, to ensure timely receipt of your first apportionment. Public agencies needing a resolution may forward their contracts, prior to formal board action (local policies permitting), if a letter is included indicating when the board will meet and that the required resolution will be forwarded to the CPCSO at that time.

If you have any questions regarding the changes, please contact Doris Morris, Manager, Child Development Contracts and Purchasing, at 916-323-5591 or by e-mail at dmorris@cde.ca.gov; or Margie Burke, Manager, CPCSO at 916-322-7076 or by e-mail at mburke@cde.ca.gov. If you have questions regarding the status of your contract, please call the appropriate contract analyst.

Sincerely,

Sharon Taylor, Director
Personnel Services Division

ST:dm
Attachments

2013–14 FT&Cs Summary of Changes

Any changes as a result of the enactment of the Budget will be incorporated into the amendments for 2013–14.

Revisions below are in addition to changes made with the 2012–13 amendments which are incorporated for all contract types. Please note that the page numbers cited below are based on the Center-Based program FT&Cs; therefore, the page numbers may be off by a few pages for the other program types.

All Child Care Programs

- Updated fiscal year dates throughout the document
- Corrected grammar and format issues where needed throughout the document
- Updated audit timelines to reflect audit due dates for 2013–14 under the Accounting and Reporting Requirements Section (p. 43).
- Revised definition "Additional Funds" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.2).
- Updated the definition of "CSPP eligible four-year old" to comply with Chapter 38, Statutes of 2012 (SB 1016), *EC* Section 8208 (aj) (p.7).
- Updated the definition of "CSPP eligible three year-old" to comply with Chapter 38, Statutes of 2012 (SB 1016), *EC* Section 8208 (ai) (p.7).
- Added the definition "immediate need" to comply with new TrustLine regulation 5CCR 18078 effective January 23, 2013 (p.9).
- Revised definition "New Contract" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.10).
- Added the definition "provisional provider" to comply with new TrustLine regulations, 5CCR 18078 effective January 23, 2013 (p.12).
- Revised General Provisions Section "Eligibility for Funding" to comply with CDE's award of funding regulations effective June 12, 2012 (p. 20).

Center- Based Child Care
(CCTR, CFCC, and CMIG)

- Updated reference in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 78).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), *EC* Section 8239 (e) (p.79).

Alternative Payment Programs (Non-CalWORKs)

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), *EC* Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 77).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013
  (p. 77).

CalWORKs, Stage 2

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 73).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), *EC* Section 8239 (e) (p.73).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 84).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013
  (p. 85).

CalWORKs, Stage 3

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).

- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), *EC* Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p.85).

California Migrant Alternative Payment Program
(CMAP)

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p.70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), *EC* Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 80).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p.81).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 82).

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

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3362

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 33-7351-00-3

CONTRACTOR'S NAME: PALO VERDE COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

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

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $292,869.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 8,519.0

Minimum Days of Operation (MDO) Requirement 247

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

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING Denise Whittaker, Interim Superintendent/Pres.
TITLE Contracts, Purchasing & Conference Services	ADDRESS One College Dr., Blythe, CA 92225

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE			Department of General Services use only
$ 292,869	Child Development Programs				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE) See Attached				
$ 0	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
$ 292,869	702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: PALO VERDE COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-3362

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 52,703	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656 FC# 93.596 PC# 000321			
$ 0	13609-7351			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 52,703	6110-194-0890	B/A	2013	2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 29,023	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656 FC# 93.575 PC# 000324			
$ 0	15136-7351			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 29,023	6110-194-0890	B/A	2013	2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 132,605	Child Development Programs		General	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656			
$ 0	23038-7351			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.010.	CHAPTER	STATUTE	FISCAL YEAR
$ 132,605	6110-196-0001	B/A	2013	2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 78,538	Child Development Programs		General	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656			
$ 0	23254-7351			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 78,538	6110-194-0001	B/A	2013	2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-6105 Rev-8590			

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

Attachment A
California Department of Education,
Child Development Division
Agency Site List
Fiscal Year 2013-2014

Palo Verde Community College District

Riverside County **7351**

Palo Verde College CDC	557 North Lovekin	Blythe 92225

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

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

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2013–14.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Palo Verde Community College District

authorizes entering into local agreement number/s CSPP-3362 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Denise Whittaker	Interim Superintendent/President	

PASSED AND ADOPTED THIS 25th day of June 2013–14, by the Governing Board of Palo Verde community College District of Riverside County, California.

I, Francis T. Arneson, Clerk of the Governing Board of Palo Verde Community College District, of Riverside/San Bernardino, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

June 25, 2013

(Clerk's signature) (Date)