

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on Choose an item. Choose an item., Choose an item., between the County of Kings, a political subdivision of the State of California (“County”) and Kings Community Action Organization, Incorporated, a private non-profit corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

**R E C I T A L S**

WHEREAS, the County requires the administration and provision of Stage One child care services to individuals receiving services or enrolled in CalWORKs and CalLearn; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF SERVICES**

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

**2. RESPONSIBILITIES OF CONTRACTOR**

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilize its ability, experience and talent, to faithfully, industriously and professionally perform the work set forth in **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

**3. COMPENSATION**

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Contractor shall completely expend all funds in accordance with this Agreement by December 31st, 2025. The County's obligation to compensate Contractor is contingent upon County's receipt of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination if either funding or funding authorization are reduced or terminated.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

#### **4. TERM**

This Agreement commences on the February 1st, 2024 and terminates on December 31st, 2025, unless otherwise terminated in accordance with its terms.

#### **5. RECORDS AND INSPECTIONS**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify ~~and~~ the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

#### **6. AMENDMENTS**

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

Any proposed increase in a single line item up to **ten percent (10%)** of the original line item must be approved by the Director of the Human Services Agency, or

their designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

## 7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred by the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall

provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

## **8. INSURANCE**

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the Insurance Policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the Insurance Policies to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above Insurance Policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the Insurance Policies. No cancellation provisions in the Insurance Policies shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

## **9. INDEMNIFICATION**

A. Professional Services. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the

County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

## **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

## **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

Contractor is advised that the work will be subject to Labor Code section 1774, and Contractor shall comply fully with all applicable requirements of that statute, as well as all associated rules and regulations of the Department of Industrial Relations or other

state agency implementing Labor Code section 1774.

Contractor shall execute and comply with the Assurances of Compliance with County Nondiscrimination in State and Federal Programs, attached as **Exhibit E**.

**12. CONFIDENTIALITY**

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and ~~shall~~ Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

**13. CONFLICT OF INTEREST**

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**14. NONDISCRIMINATION**

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**15. SUBCONTRACTORS**

Services under this Agreement are personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

**16. ASSIGNMENT**

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement.

**17. UNFORESEEN CIRCUMSTANCES**

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) days of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**18. OWNERSHIP OF DOCUMENTS**

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

**19. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

**County**

Wendy Osikafo, Director  
Kings County Human Services Agency  
1400 West Lacey Blvd., Building #12  
Hanford, CA 93230

**Contractor**

Jeff Garner, Executive Director  
Kings Community Action Organization  
1130 N. 11th Avenue  
Hanford, CA 93230

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

**20. CHOICE OF LAW**



The Parties executed and delivered this Agreement in Kings County, in the State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

## **21. SEVERABILITY**

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

## **22. SURVIVAL**

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

## **23. NO THIRD PARTY BENEFICIARIES**

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

## **24. ADA COMPLIANCE**

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit F**.

## **25. DEBARMENT AND SUSPENSION**

By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR

part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally supported contract under statutory or regulatory authority other than Executive Order 12549.

**26. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES**

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

**27. ELECTRONIC SIGNATURES; COUNTERPARTS**

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

An original, executed Agreement may be imaged and electronically stored (“Electronic Copy”). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

**28. AUTHORITY**

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURES ARE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

KINGS COMMUNITY ACTION ORGANIZATION,  
INCORPORATED

By: \_\_\_\_\_  
Doug Verboon, Chair

By:  \_\_\_\_\_  
Jeff Garner, Executive Director ready sign


ATTEST

APPROVED BY RISK MANAGEMENT  
AS TO INSURANCE

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

By:  \_\_\_\_\_  
Sarah Poots, Risk Manager ready sign

APPROVED AS TO FORM  
Diane Freeman, County Counsel

  
By: \_\_\_\_\_  
Zachary S. Adams  
Deputy County Counsel ready sign

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Operating Budget
- Exhibit C:** Child Care Monthly Report CW 115
- Exhibit D:** Child Care Monthly Report CW 115A
- Exhibit E:** Assurance of Compliance with County – Non Discrimination
- Exhibit F:** Kings County ADA Grievance Procedures

**EXHIBIT A**  
**Scope of Work**

A. Contractor shall:

In General: Provide child care to Participants of CalWORKs and CalLearn by meeting all three (3) stages of child care pursuant to regulations of the California Department of Social Services (CDSS). CalWORKs Participants must be transitioned through differing stages of child care based on individual Participants' work activities, length of time enrolled in CalWORKs, and availability of funding. Transitions through child care stages must be accomplished in a seamless manner to avoid the interruption of services to preserve the Participant's plan for self-sufficiency.

**Specifically, Contractor shall:**

1. Provide County-referred Participants with a child care plan that ensures the safety of the child and provide adequate hours of care within the rates allowed by CDSS. This will include performing Trustline and Health and Safety Certifications required by CDSS.
2. Provide each CalWORKs Participant with individual reviews of their child care plan.
3. Provide the County with information on license-exempt care providers. Collect the following information about license-exempt providers and relays said information to the County and Participants on demand:
  - a. The care providers name and address.
  - b. The address where care is to be provided.
  - c. The hours care is to be provided and the charge for this care.
4. Permit parental choice of child care, allowing for split shift, weekend, and night care, as indicated by the Participant's referral. Also, authorize sufficient time for child care when Participant works evenings, thus allowing the Participant to sleep during the day when the child or children will be awake.
5. Allow Participants the option to enroll in-person, by phone or virtually.

6. Recruit and enroll new child care resources to provide adequate child care slots. On a semi-annual basis, provide to the County the number of available child care slots.
7. Provide child care enrollment services in rural areas or work towards establishing enrollment services in rural areas.
8. Provide payment services for all three (3) stages of child care and CalLearn to ensure that care is provided for in a seamless manner.
  - a. As appropriate, or as directed by the County, child care should be provided from Stage III and Stage II funding sources, respectively. In the event Contractor fully expends Stage III funding, Contractor shall use Stage II funding. Contractor may request payment for care from Stage I funds for Participants that are NOT in either: i) ~~in~~ the first three (3) months of their CalWORKs plan; or ii) an unstable situation as determined by the County, and only on the condition that all Stage II funds have been expended. As established by the County, a Participant will be considered stable after participating in an employment and/or educational activity for a period of three (3) consecutive months.
  - b. The payments for care are determined by utilizing regional market rates established by the California Department of Social Services (CDSS), for CalWORKs funded child care. (CDSS Child Care Bulletin No. 21-21.)
9. Report monthly to the County the following data on or before the twentieth (20<sup>th</sup>) of the month following the month services were rendered, on:
  - a. Number of referrals received;
  - b. Number of families receiving child care services;
  - c. Number of children receiving child care services;
  - d. Number of children less than two (2) years of age;
  - e. Number of children between the ages of two (2) and five (5) years of age;
  - f. Number of children six (6) years of age and older;
  - g. Number of children in specific child care settings (e.g., child care centers, family child care homes, and license exempt providers);
  - h. Number of clients contacted within three (3) days of receiving the referral; and

- i. Number of families that completed the enrollment process within two (2) weeks after attending their initial enrollment appointment.
  - j. Date each referral was received
  - k. Client names
  - l. Case numbers
  - m. Client activity
  - n. Date of first contact
  - o. Date of second contact
  - p. Date of any subsequent contacts
  - q. Number of returned referrals and reason
  - r. Number of Stage 1, 2 and 3 referrals that were received
  - s. Date of notification received to end services
  - t. Date the referral was processed
  - u. Name of assigned worker
  - v. Utilization of an out of county provider
10. Complete reports in the format developed and mandated by the CDSS for reporting this data to meet state reporting requirements. (See **Exhibit C** and **Exhibit D** of this Agreement for a description of the reporting format and instructions for completion of the monthly reports.)
11. Report to the County by the 20th day of each month a list of Stage 1 families, whose child care is expected to end the following month. The report must reflect the following information:
- a. Client's Name
  - b. Case Number
  - c. End Date for Child Care Services
  - d. Worker Name
12. Provide a system to report overpayments to child care providers and to the County.
13. Place CalWORKs participants on the CDSS ranking list as mandated by CDSS regulations.

14. Ensure child care providers meet CDSS guidelines for provider participation.
15. Notify the County of any grievances filed on behalf of CalWORKs Participants within two (2) days of lodging of the grievance.
16. Notify the County of any suspected fraudulent or improper use of CalWORKs funds that comes to Contractor's attention; and of any suspected misrepresentations made to the County, its representatives or contractors regarding enrollment of CalWORKs Participants in child care programs.
17. Maintain adequate and qualified staffing to meet the work requirements of this Agreement.
18. Administer four (4) separate client surveys each quarter of each fiscal year to obtain feedback on the delivery of child care services. The County will assist in the development of the survey questions.
19. Access the Child Care Administrator Portal to i) verify each Participant's eligibility and accuracy of the information supplied to transfer Participants to Stage II and Stage III child care services; ii) access the CalWORKs Stage II Monthly report. The report shall include current and former CalWORKs cash aid recipients who have received CalWORKs aid in the past 36 months. Access shall be granted via a single summary screen that contains current individual family data needed to enroll a family in CalWORKs Child Care services

The Child Care Administrator Portal will also provide access to the CalWORKs Stage II administrators' monthly report on families discontinued from CalWORKs in the last thirty (30) days and have not received CalWORKs benefits in the prior thirty (30) days.

**B. County shall:**

1. Refer families eligible for child care services to the Contractor for child care enrollment. The County will provide reimbursement of services provided by the approved licensed and license exempt care providers within the limits established for the County by CDSS.
2. Maintain procedures to collect child care overpayments.
3. The County will reimburse the Contractor for the costs of the provision of services that are outlined in this agreement.

4. As the lead administrator of the Child Care Administrator Portal, create or modify user roles, assign privileges, or disable users.
5. Conduct a survey of Participants regarding the child care services they received and share survey results with the Contractor to improve the quality of services.

**C. Contract Benchmarks**

1. Attempt contact with one hundred percent (100%) of clients within one (1) to three (3) business days of receiving the referral. The first contact attempt will be via telephone call. If the client is non-responsive, the second contact attempt will be via mail. Thereafter, at least one telephone contact will be attempted each week for unresponsive clients and will continue until contact is made or until the client is referred back to the County for no response.
2. Eighty percent (80%) of Participants that have been successfully contacted will complete the child care enrollment process within thirty (30) calendar days from the date of the child care referral.



**EXHIBIT B**

**Operating Budget**

KingsWORKs Program Budget	
Budget Category and Line-Item Detail	Total Cost
<b>A. Personnel &amp; Operational Costs</b>	2/01/2024 - 12/31/2025
Personnel: <ul style="list-style-type: none"> <li>• Program Director (23.65% FTE)</li> <li>• Child Care Manager (31.04% FTE)</li> <li>• Child Care Supervisor (31.04% FTE)</li> <li>• Administrative Assistant (24.72% FTE)</li> <li>• Fiscal Analyst (24.72% FTE)</li> <li>• 3 Provider Payment Technicians (31.04% FTE)</li> <li>• 3 Child Care Enrollment Specialists (100% FTE)</li> <li>• Personnel Benefits</li> </ul> Operational: <ul style="list-style-type: none"> <li>• Supplies</li> <li>• Equipment</li> <li>• Communication</li> <li>• Occupancy</li> <li>• Outside Services</li> <li>• Vehicle Expenses</li> <li>• Travel and Training</li> <li>• Other Expenses</li> <li>• Depreciation Expense</li> <li>• Employment Expenses</li> </ul>	
Sub-Total: Personnel & Operational	\$ 689,850.00
B. Child Care Payments	\$ 8,139,472.09
C. Indirect Costs (10%)	\$ 882,933.11
<b>TOTAL BUDGET</b>	<b>\$ 9,712,255.20</b>

**Exhibit C**

**Child Care Monthly Report  
CalWORKs Families  
CW 115**

DOWNLOAD REPORT FORM FROM:  
<http://www.cdss.ca.gov/dssdb>  
EMAIL COMPLETED REPORT FORM TO:  
[admew115@dss.ca.gov](mailto:admew115@dss.ca.gov)

COUNTY NAME	VERSION		REPORT MONTH	REPORT YEAR	TOTAL
	<input type="checkbox"/> INITIAL	<input type="checkbox"/> REVISED			
<b>PART A. STAGE 1 CHILD CARE CASELOAD</b>					
	Welfare to Work (A)	Cal-Learn (B)	No Longer on Aid (C)	CalWORKs Safety Net (D)	TOTAL (E)
1. Stage 1 families with child care during the month.....	1	2	3	4	5
2. Stage 1 children with child care during the month (Sum of Items 2a through 2c)...	6	7	8	9	10
a. Less than two years of age.....	11	12	13	14	15
b. Two through five years of age.....	16	17	18	19	20
c. School age (Six years or older).....	21	22	23	24	25
3. Stage 1 children in the following child care settings during the month:					
a. Child Care Center.....	26	27	28	29	30
b. Family Child Care Homes.....	31	32	33	34	35
c. License Exempt.....	36	37	38	39	40
4. Stage 1 Child Care expenditures reimbursed during the month (Dollar amounts) (Sum of Items 4a through 4c).....	41	42	43	44	45
a. Child Care Center.....	\$	\$	\$	\$	\$
b. Family Child Care Homes.....	\$	\$	\$	\$	\$
c. License Exempt.....	\$	\$	\$	\$	\$
5. Stage 1 children submitted for transfer to Stage 2 during the month.....	46	47	48	49	50
6. Stage 1 children waiting to transfer to Stage 2 during the month (Sum of Items 6a through 6c).....	51	52	53	54	55
a. Stage 1 children who will remain in Stage 1 due to program barriers.....	\$	\$	\$	\$	\$
b. Stage 1 children waiting to transfer to Stage 2, who are waiting due to Stage 2 funding issues.....	\$	\$	\$	\$	\$
c. Stage 1 children waiting to transfer to Stage 2, who are eligible and waiting due to agency(s) staffing issues.....	\$	\$	\$	\$	\$
7. Children whose parents were granted good cause for not participating in Welfare-to-Work activities due to the unavailability of Stage 1 Child Care during the month. Primary reason Stage 1 Child Care was not approved/authorized/certified during the month (Sum of Items 7a - 7e).....	61	62	63	64	65
a. No funding available.....	66	67	68	69	70
b. No provider available.....	71	72	73	74	75
c. Child care not available during nontraditional hours.....	76	77	78	79	80
d. Transportation to and from child care not available.....	81	82	83	84	85
e. Other (e.g. Special needs; sick care not available, etc., explain in Item 7e Explanation box).....					
<b>PART B. STAGE 1 CHILD CARE SERVICES NOT AVAILABLE</b>					<b>Total</b>
7. Children whose parents were granted good cause for not participating in Welfare-to-Work activities due to the unavailability of Stage 1 Child Care during the month. Primary reason Stage 1 Child Care was not approved/authorized/certified during the month (Sum of Items 7a - 7e).....					86
a. No funding available.....					87
b. No provider available.....					88
c. Child care not available during nontraditional hours.....					89
d. Transportation to and from child care not available.....					90
e. Other (e.g. Special needs; sick care not available, etc., explain in Item 7e Explanation box).....					91
<b>COMMENTS</b>					
General Comments					
Item 7e Explanation					
Revised Report Explanation					
CONTACT PERSON	TELEPHONE	EXTENSION	FAX		
JOB TITLE/CLASSIFICATION	E-MAIL			DATE SUBMITTED	

**CHILD CARE MONTHLY REPORT – CalWORKs FAMILIES  
CW 115 (7/15)**

**INSTRUCTIONS**

**CONTENT**

The monthly CW 115 report contains statistical information on CalWORKs families and children approved/ authorized/certified to receive Stage 1 Child Care during the report month. This report includes data on the number of non Two-Parent families and their children that are approved/authorized/certified to receive Stage 1 Child Care; transferred to Stage 2 or are waiting to transfer to Stage 2 only; and the reasons Stage 1 Child Care was not available during the month. Do not report Two-Parent Families on this form. Stage 1 Child Care for Two-Parent Families will be reported on the CW 115A.

Each county administers Stage 1 of the CalWORKs child care program. Some counties may contract with the Alternative Payment Program (APP) to administer their Stage 1 Child Care program. The APP administers Stages 2 and 3 under contract with the California Department of Education.

**PURPOSE**

The CW 115 meets the child care data reporting requirements of the Welfare and Institutions Code (W&IC) Section 11323.9. This report also provides county, state and federal entities with information needed to capture accurate caseload data for budgeting, staffing, program planning, and other purposes.

**COMPLETION AND SUBMISSION**

Each county is responsible for ensuring that this report is fully and accurately completed. If portions of the report are completed by more than one entity within the county and/or outside agencies, the contact person responsible for submitting the report to the state shall review the report for completeness and accuracy prior to submittal. Reports are to be received on or before the 20th calendar day of the month following the report month. If the report's due date is on a Saturday, Sunday or state holiday, the report is due on the next business day.

If the county determines that a revision is needed to its previously submitted report, the county shall submit a revised report for the applicable month(s). The California Department of Social Services (CDSS) policy requires counties to revise current State Fiscal Year (FY) reports, and two prior FYs if needed. Revisions involving

additional FYs will be evaluated by CDSS and the county to determine the corrections needed.

Download an Excel version of the report form from <http://www.cdss.ca.gov/dssdb/>, complete the downloaded form, and e-mail to the CDSS, Data Systems and Survey Design Bureau (DSSDB) at [adm115@dss.ca.gov](mailto:adm115@dss.ca.gov). The electronic form contains automatic computations of some cells and provides e-mail transmission of completed forms to DSSDB. The website contains specific instructions and guidance. If you have questions regarding the completion or submission of this report, contact DSSDB at (916) 651-8269.

The report's statewide and county specific data is available on the CDSS, Research and Data Reports (RADR) website at <http://www.cdss.ca.gov/research/>. Counties are encouraged to review their data on the website each quarter to confirm the county's data matches the data on file at CDSS. For reference purposes, copies of the report form, instructions and validations can be downloaded from the RADR website at <http://www.cdss.ca.gov/research/>.

## GENERAL INSTRUCTIONS

Enter the county name, version (Initial or Revised) and the report month and year in the boxes provided near the top of the form. Enter the data required for each item. Enter "0" if there is nothing to report for an item. **Do not leave any items blank** unless otherwise noted. If your county is unable to collect or track a particular service/activity, enter "0" and explain in the **General Comments** box.

Enter in the boxes at the bottom of the form the contact name, job title or classification, telephone number, extension, fax number and e-mail address of the person to contact if there are questions about the report. This person may or may not be the person who completed the report. Enter the date the report is submitted. This is the date when the report is e-mailed to DSSDB.

## DEFINITIONS

Cal-Learn: This program serves pregnant or custodial teen parents under the age of 19 who have not obtained a high school diploma and are receiving aid. Cal-Learn provides supportive services to assist teen parents to stay in or return to school in order to graduate. Cal-Learn eligibility is extended to 19 year olds who volunteer for Cal-Learn, are in Cal-Learn prior to turning 19 and who have not graduated from high school. **NOTE: Do not include other (non-Cal-Learn) children in this**

**column who are living in the household and are receiving Stage 1 Child Care. (MPP 42-763)**

CalWORKs Assistance Unit (AU): An AU is a group of related persons living in the same home who have been determined eligible for CalWORKs cash assistance.

CalWORKs Families: For purposes of this report, CalWORKs families are All Other families, Zero Parent families, Temporary Assistance for Needy Families (TANF) Timed-Out families and Safety Net families. **NOTE: Two-Parent families are not included on the CW 115. All Other Family: An All Other family is one that has not been identified as either a Two-Parent or a Zero Parent family.**

CalWORKs Safety Net: Families in which all adults have been discontinued from cash aid and removed from the AU as a result of reaching the CalWORKs 60 month time limit and the children are still receiving cash aid. These cases for CalWORKs families are coded K1. (MPP 42-302 and 82-833)

Child Care Case: A child care case that is approved / authorized / certified for CalWORKs Stage 1 Child Care benefits, after an eligibility determination is made that authorizes subsidized child care reimbursements, irrespective of receiving actual child care reimbursements.

Child Care Center: Child care providers who:

- (A) Operate licensed centers; or
- (B) Are public or private schools operating extended day programs; or
- (C) Operate centers on tribal or federal lands; or
- (D) Operate recreation programs exempt from licensure pursuant to Health and Safety Code Section 1596.792 and that meet the requirements for participation in the APP. (Title V, Section 18074.2)

Family: For purposes of the CW 115, this is the same as the CalWORKs AU. For example, if two unmarried adults with a child in common are living together, they would be counted as an AU.

**NOTE: Two unmarried adults living together with separate children and no child in common would be counted as two AUs with separate CalWORKs cases. A single parent and that parent's children would be only one AU. [MPP 47-110(a)(2) and 80-301(a)(9)]**

## **DEFINITIONS (Continued)**

Family Child Care Homes: Child care provider who:

- (A) Operate licensed family child care homes; or
- (B) Operate a child care business in a home setting on tribal or federal land. (Title V, Section 18074.2)

License Exempt: All other providers that are not included in the child care center or family child care homes definition and not required to be licensed. [MPP 47-110(e) (2)] (Title V, Section 18074.2)

No Longer on Aid: The entire case or the adult in the AU is not receiving cash aid (excluding safety net cases).

Stage 1 Child Care: Stage 1 begins upon the entry of a person into the CalWORKs program. A family may receive a child care subsidy for any legal child care chosen by the client. (MPP 47-101.6)

Stage 2 Child Care: Stage 2 may begin when child care is available through a local Stage 2 program and the county determines stability or when a recipient is transitioning off of aid. (MPP 47-101.7)

Unduplicated Count: For purposes of reporting on the CW 115, this represents a single count of the number of families and/or children regardless of the number of reimbursements made in the report month.

Welfare-to-Work: This program is mandated by the WIC 11320, et. al. Participation in this program may allow recipients of aid to receive child care assistance. (MPP 42-700)

## **COLUMN DEFINITION**

Enter the unduplicated number of families and their children who received Stage 1 Child Care in one of the following categories in the report month.

Column (A) Welfare-to-Work: MPP 42-700 and WIC 11320. et. al.

Column (B) Cal-Learn: MPP 42-763.

Column (C) No Longer on Aid: MPP 47-110(f)(3).

Column (D) CalWORKs Safety Net: MPP 42-302 and 82-833.

Column (E) Total: Enter the sum of columns (A), (B), (C) and (D) for Items 1 through 5.

## ITEM INSTRUCTIONS

### PART A. STAGE 1 CHILD CARE CASELOAD

1. Stage 1 **families** with child care during the month: Enter the unduplicated number of families approved/authorized/certified for Stage 1 Child Care in the report month. Include families whose children are waiting to transfer into Stage 2, families whose children have transferred back from Stage 2 and children who are remaining in Stage 1. **Cell 5 Total (E) column is automatically calculated.** [Cells 1-5]
  
2. Stage 1 **children** with child care during the month (Sum of Items 2a through 2c): **This Item is automatically calculated.** This is the sum of Items 2a through 2c. [Cells 6-10]
  - a. Less than two years of age: Enter the unduplicated number of children approved/authorized/certified for Stage 1 Child Care who are zero up to the day before they turn two years of age. **Cell 15 Total (E) column is automatically calculated.** [Cells 11-15]
  
  - b. Two through five years of age: Enter the unduplicated number of children approved/authorized/certified for Stage 1 Child Care who turn two years old and are less than six years of age. **Cell 20 Total (E) is automatically calculated.** [Cells 16-20]
  
  - c. School age (Six years or older): Enter the unduplicated number of children approved/authorized/certified for Stage 1 Child Care who are six years of age and older. **Cell 25 Total (E) column is automatically calculated.** [Cells 21-25]
  
3. Stage 1 children in the following child care settings during the month:  
**NOTE: Children may be counted in multiple settings. Numbers may be duplicated.**
  - a. Child Care Center: Enter the number of Stage 1 children receiving child care using either:
    - (1) Operate licensed centers; or
    - (2) Are public or private schools operating extended day programs; or
    - (3) Operate centers on tribal or federal lands; or

- (4) Operate recreation programs exempt from licensure pursuant to Health and Safety Code Section 1596.792 and that meet the requirements for participation in the alternative payment program. **Cell 30 Total (E) column is automatically calculated.** [Cells 26-30]
- b. Family Child Care Homes: Enter the number of Stage 1 children receiving child care using either (a) licensed family child care homes or (b) a child care business in a home setting on tribal or federal land. **Cell 35 Total (E) column is automatically calculated.** [Cells 31-35]
- c. License Exempt: Enter the number of Stage 1 children receiving child care using all other providers that are not included in the child care center or family child care homes definition and not required to be licensed. **Cell 40 Total (E) column is automatically calculated.** [Cells 36-40]
4. Stage 1 Child Care expenditures reimbursed during the month (Dollar amounts) (Sum of Items 4a through 4c): **This item is automatically calculated.** This is the sum of Items 4a through 4c. **Cell 45 Total (E) column is automatically calculated.** [Cell 41-45] **NOTE: The dollars displayed are subject to change. Final actual expenditures are reported to CDSS through the Quarterly County Expense Claim.**
- a. Child Care Center: Enter the expenditures actually reimbursed during the report month for Stage 1 Child Care services using either:
- (1) Operate licensed centers; or
  - (2) Are public or private schools operating extended day programs; or
  - (3) Operate centers on tribal or federal lands; or
  - (4) Operate recreation programs exempt from licensure pursuant to Health and Safety Code Section 1596.792 and that meet the requirements for participation in the alternative payment program. **Cell 50 Total (E) column is automatically calculated.** [Cell 46-50]
- b. Family Child Care Homes: Enter the expenditures actually reimbursed during the report month for Stage 1 Child Care services using either (a) licensed family child care homes or (b) a child care business in a home setting on tribal or federal land. **Cell 55 Total (E) column is automatically calculated.** [Cell 51-55]



- c. License Exempt: Enter the expenditures actually reimbursed during the report month for Stage 1 Child Care services using all other providers that are not included in the child care center or family child care homes definitions and not required to be licensed. **Cell 60 Total (E) column is automatically calculated.** [Cells 56-60]
- 5. Stage 1 children submitted for transfer to Stage 2 during the month: Enter the unduplicated number of eligible Stage 1 children approved/authorized/certified to be submitted for transfer to Stage 2 during the report month. Include children that were reimbursed in Stage 1 child care on the last day of the previous month and submitted for transfer to Stage 2 on the first day of the report month. **Cell 65 Total (E) column is automatically calculated.** [Cell 61-65]
- 6. Stage 1 children waiting to transfer to Stage 2 during the month (Sum of Items 6a through 6c): **This Item is automatically calculated.** This is the sum of Items 6a through 6c. **Cell 70 Total (E) column is automatically calculated.** [Cell 66-70]
  - a. Stage 1 children who will remain in Stage 1 due to program barriers: Enter the unduplicated number of eligible Stage 1 children approved/authorized/certified who will not transfer to Stage 2 and will remain in Stage 1 Child Care due to program barriers during the month (e.g. in-home license exempt providers, issues, and concerns). **Cell 75 Total (E) column is automatically calculated.**  
[Cells 71-75]
  - b. Stage 1 children waiting to transfer to Stage 2, who are waiting due to Stage 2 funding issues: Enter the unduplicated number of eligible Stage 1 children approved/authorized/certified who cannot yet transfer to Stage 2 due to Stage 2 funding issues. **Cell 80 Total (E) column is automatically calculated.** [Cell 76-80]
  - c. Stage 1 children waiting to transfer to Stage 2, who are eligible and waiting due to agency(s) staffing issues: Enter the unduplicated number of Stage 1 children approved/authorized/certified eligible and waiting to transfer to Stage 2 due to agency staffing issues. Agency staffing issues could either be CWD or APP issues. **Cell 85 Total (E) column is automatically calculated.** [Cell 81-85]

## PART B. STAGE 1 CHILD CARE SERVICES NOT AVAILABLE

Children reported in Part B because child care services were not available should not be reported in Part A. **NOTE: The data in this section is a subset of Part C, Item 32 (Cell 38), “Good cause for not participating in WTW,” on the WTW 25 (10/06), CalWORKs Welfare-to-Work Monthly Activity Report – All (Other) Families.**

7. Children whose parents were granted good cause for not participating in Welfare-to-Work activities due to the unavailability of Stage 1 Child Care during the month. The primary reason Stage 1 Child Care was not approved/authorized/certified during the month (Sum of Items 7a through 7e): **This Item is automatically calculated.** This is the sum of Item 7a through 7e. [Cell 86]
  - a. No funding available: Enter the unduplicated number of children for whom child care was not available due to a lack of child care funding. [Cell 87]
  - b. No provider available: Enter the unduplicated number of children for whom no child care providers were available. [Cell 88]
  - c. Child care not available during nontraditional hours: Enter the unduplicated number of children for whom there were no child care providers offering care during nontraditional hours. [Cell 89]
  - d. Transportation to and from child care not available: Enter the unduplicated number of children who did not receive child care because neither public nor private transportation was available to transport the child between his or her home and the provider. [Cell 90]
  - e. Other (e.g. Special needs; sick care not available, etc., explain in Item 6e Explanation box): Enter the unduplicated number of children for whom child care was not available due to circumstances not noted in Items 7a through 7d above. For example, no provider available to provide child care services to children with special needs or an ill child. [Cell 91]

## COMMENTS

Those counties who have contracts with APPs are requested to add the APP contacts and phone numbers in this section and specify the items and specific programs (columns provided) for which these agencies are responsible. This information is only requested so that DSSDB can contact the appropriate party or individual for further information if necessary, on the data reported.

Use the Comments section to:

- In the General Comments box explain any major fluctuations in data.
- In the General Comments box provide any comments the county determines necessary, including major changes in procedures, programming or staffing that have affected the data.
- In the General Comments box explain any "0" data entry for an item if the county does not provide the service/activity or if the county is unable to collect or track the data.
- In the Revised Report Explanation box explain the reason for a revised report.
- In the Item 7e Explanation box, explain the "other" reason(s) child care was not received.

### **Child Care Monthly Report CalWORKs Families CW 115**

## VALIDATIONS

**CELLS 1-91** Each data cell in this report must be a whole number equal to or greater than zero (0). Enter no decimals. No data cells should be left blank.

**Initial reports:** If "Initial" is selected, the "Revised Report Explanation" box near the bottom of the report form must be left blank.

**Revised reports:** If "Revised" is selected, enter the reasons for the revision in the "Revised Report Explanation" box near the bottom of the report form.

### **PART A. STAGE 1 CHILD CARE CASELOAD**

**ITEM 1** Item 1 must be less than or equal to Item 2

**CELL 1** Cell 1 must be less than or equal to Cell 6

CELL 2 **Cell 2** must be less than or equal to Cell 7  
CELL 3 **Cell 3** must be less than or equal to Cell 8  
CELL 4 **Cell 4** must be less than or equal to Cell 9  
CELL 5 **Cell 5** must be less than or equal to Cell 10

**ITEM 1 Item 1 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 5 **Cell 5** must be equal to (Cell 1 plus Cell 2 plus Cell 3 plus Cell 4)

**ITEM 2 Item 2 must be greater than or equal to Item 1**

CELL 6 **Cell 6** must be greater than or equal to Cell 1  
CELL 7 **Cell 7** must be greater than or equal to Cell 2  
CELL 8 **Cell 8** must be greater than or equal to Cell 3  
CELL 9 **Cell 9** must be greater than or equal to Cell 4  
CELL 10 **Cell 10** must be greater than or equal to Cell 5

**ITEM 2 Item 2 must be equal to (Item 2a plus Item 2b plus Item 2c)**

CELL 6 **Cell 6** must be equal to (Cell 11 plus Cell 16 plus Cell 21)  
CELL 7 **Cell 7** must be equal to (Cell 12 plus Cell 17 plus Cell 22)  
CELL 8 **Cell 8** must be equal to (Cell 13 plus Cell 18 plus Cell 23)  
CELL 9 **Cell 9** must be equal to (Cell 14 plus Cell 19 plus Cell 24)  
CELL 10 **Cell 10** must be equal to (Cell 15 plus Cell 20 plus Cell 25)

**ITEM 2 Item 2 must be greater than or equal to (Item 5 plus Item 6)**

CELL 6 **Cell 6** must be greater than or equal to (Cell 61 plus Cell 66 plus) CELL 7 **Cell 7** must be greater than or equal to (Cell 62 plus Cell 67)  
CELL 8 **Cell 8** must be greater than or equal to (Cell 63 plus Cell 68)  
CELL 9 **Cell 9** must be greater than or equal to (Cell 64 plus Cell 69)  
CELL 10 **Cell 10** must be greater than or equal to (Cell 65 plus Cell 70)

**ITEM 2 Item 2 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 10 **Cell 10** must be equal to (Cell 6 plus Cell 7 plus Cell 8 plus Cell 9)

**ITEM 2a Item 2a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 15 **Cell 15** must be equal to (Cell 11 plus Cell 12 plus Cell 13 plus Cell 14)  
15

**ITEM 2b Item 2b Total must be equal to Column A plus Column B plus Column C**

**plus Column D**

CELL 20 Cell 20 must be equal to (Cell 16 plus Cell 17 plus Cell 18 plus Cell 19)

**ITEM 2c Item 2c Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 25 Cell 25 must be equal to (Cell 21 plus Cell 22 plus Cell 23 plus Cell 24)

**ITEM 3a Item 3a must be less than or equal to Item 2**

CELL 26 Cell 26 must be less than or equal to Cell 6

CELL 27 Cell 27 must be less than or equal to Cell 7

CELL 28 Cell 28 must be less than or equal to Cell 8

CELL 29 Cell 29 must be less than or equal to Cell 9

CELL 30 Cell 30 must be less than or equal to Cell 10

**ITEM 3a Item 3a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 30 Cell 30 must be equal to (Cell 26 plus Cell 27 plus Cell 28 plus Cell 29)

**ITEM 3b Item 3b must be less than or equal to Item 2**

CELL 31 Cell 31 must be less than or equal to Cell 6

CELL 32 Cell 32 must be less than or equal to Cell 7

CELL 33 Cell 33 must be less than or equal to Cell 8

CELL 34 Cell 34 must be less than or equal to Cell 9

CELL 35 Cell 35 must be less than or equal to Cell 10

**ITEM 3b Item 3a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 35 Cell 35 must be equal to (Cell 31 plus Cell 32 plus Cell 33 plus Cell 34)

**ITEM 3c Item 3c must be less than or equal to Item 2**

CELL 36 Cell 36 must be less than or equal to Cell 6

CELL 37 Cell 37 must be less than or equal to Cell 7

CELL 38 Cell 38 must be less than or equal to Cell 8

CELL 39 Cell 39 must be less than or equal to Cell 9

CELL 40 Cell 40 must be less than or equal to Cell 10

**ITEM 3c Item 3a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 40 Cell 40 must be equal to (Cell 36 plus Cell 37 plus Cell 38 plus Cell 39)

**ITEM 4 Item 4 must be equal to (Item 4a plus Item 4b plus Item 4c)**

CELL 41 Cell 41 must be equal to (Cell 46 plus Cell 51 plus Cell 56)

CELL 42 Cell 42 must be equal to (Cell 47 plus Cell 52 plus Cell 57)

CELL 44 Cell 44 must be equal to (Cell 49 plus Cell 54 plus Cell 59)

CELL 45 Cell 45 must be equal to (Cell 50 plus Cell 55 plus Cell 60)

**ITEM 4 Item 4 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 45 Cell 45 must be equal to (Cell 41 plus Cell 42 plus Cell 43 plus Cell 44)

**ITEM 4a Item 4a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 50 Cell 50 must be equal to (Cell 46 plus Cell 47 plus Cell 48 plus Cell 49)

**ITEM 4b Item 4b Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 55 Cell 55 must be equal to (Cell 51 plus Cell 52 plus Cell 53 plus Cell 54)

**ITEM 4c Item 4c Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 60 Cell 60 must be equal to (Cell 56 plus Cell 57 plus Cell 58 plus Cell 59)

**ITEM 5 Item 5 must be less than or equal to Item 2**

CELL 61 Cell 61 must be less than or equal to Cell 6

CELL 62 Cell 62 must be less than or equal to Cell 7

CELL 63 Cell 63 must be less than or equal to Cell 8

CELL 64 Cell 64 must be less than or equal to Cell 9

CELL 65 Cell 65 must be less than or equal to Cell 10

**ITEM 5 Item 5 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 65 Cell 65 must be equal to (Cell 61 plus Cell 62 plus Cell 63 plus Cell 64)

**ITEM 6 Item 6 must be less than or equal to Item 2**

CELL 66 Cell 66 must be less than or equal to Cell 6

CELL 67 Cell 67 must be less than or equal to Cell 7

CELL 68 Cell 68 must be less than or equal to Cell 8

CELL 69 Cell 69 must be less than or equal to Cell 9

CELL 70 Cell 70 must be less than or equal to Cell 10

**ITEM 6 Item 6 must be equal to (Item 6a plus Item 6b plus Item 6c)**

CELL 66 Cell 66 must be equal to (Cell 71 plus Cell 76 plus Cell 81)

CELL 67 Cell 67 must be equal to (Cell 72 plus Cell 77 plus Cell 82)

CELL 68 Cell 68 must be equal to (Cell 73 plus Cell 78 plus Cell 83)

CELL 69 Cell 69 must be equal to (Cell 74 plus Cell 79 plus Cell 84)

CELL 70 Cell 70 must be equal to (Cell 75 plus Cell 80 plus Cell 85)

**ITEM 6 Item 6 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 70 Cell 70 must be equal to (Cell 66 plus Cell 67 plus Cell 68 plus Cell 69)

**ITEM 6a Item 6a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 75 Cell 75 must be equal to (Cell 71 plus Cell 72 plus Cell 73 plus Cell 74)

**ITEM 6b Item 6b Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 80 Cell 80 must be equal to (Cell 76 plus Cell 77 plus Cell 78 plus Cell 79)

**ITEM 6c Item 6c Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 85 Cell 85 must be equal to (Cell 81 plus Cell 82 plus Cell 83 plus Cell 84)

**PART B. STAGE 1 CHILD CARE SERVICES NOT AVAILABLE**

**ITEM 7 Item 7 must be equal to (Item 7a plus Item 7b plus Item 7c plus Item 7d plus Item 7e)**

CELL 86 Cell 86 must be equal to (Cell 87 plus Cell 88 plus Cell 89 plus Cell 90 plus Cell 91)

**Exhibit D**

**Child Care Monthly Report  
Two-Parent Families  
CW 115A**

DOWNLOAD REPORT FORM FROM:  
<http://www.cdss.ca.gov/dssdb>  
EMAIL COMPLETED REPORT FORM TO:  
[admow115@dss.ca.gov](mailto:admow115@dss.ca.gov)

COUNTY NAME	VERSION <input type="checkbox"/> INITIAL <input type="checkbox"/> REVISED		REPORT MONTH	REPORT YEAR	
<b>PART A. STAGE 1 CHILD CARE CASELOAD</b>					
	<b>Welfare to Work (A)</b>	<b>Cal-Learn (B)</b>	<b>No Longer on Aid (C)</b>	<b>CalWORKs Safety Net (D)</b>	<b>TOTAL (E)</b>
1. Stage 1 families with child care during the month.....	1	2	3	4	5
2. Stage 1 children with child care during the month (Sum of Items 2a through 2c)...	6	7	8	9	10
a. Less than two years of age.....	11	12	13	14	15
b. Two through five years of age.....	16	17	18	19	20
c. School age (Six years or older).....	21	22	23	24	25
3. Stage 1 children in the following child care settings during the month:					
a. Child Care Center.....	26	27	28	29	30
b. Family Child Care Homes.....	31	32	33	34	35
c. License Exempt.....	36	37	38	39	40
4. Stage 1 Child Care expenditures, reimbursed, during the month (Dollar amounts) (Sum of Items 4a through 4c).....	41	42	43	44	45
a. Child Care Center.....	46	47	48	49	50
b. Family Child Care Homes.....	51	52	53	54	55
c. License Exempt.....	56	57	58	59	60
5. Stage 1 children submitted for transfer to Stage 2 during the month.....	61	62	63	64	65
6. Stage 1 children waiting to transfer to Stage 2 during the month (Sum of Items 6a through 6c).....	66	67	68	69	70
a. Stage 1 children who will remain in Stage 1 due to program barriers.....	71	72	73	74	75
b. Stage 1 children waiting to transfer to Stage 2, who are waiting due to Stage 2 funding issues.....	76	77	78	79	80
c. Stage 1 children waiting to transfer to Stage 2, who are eligible and waiting due to agency(s) staffing issues.....	81	82	83	84	85
<b>PART B. STAGE 1 CHILD CARE SERVICES NOT AVAILABLE</b>					
7. Children whose parents were granted good cause for not participating in Welfare-to-Work activities due to the unavailability of Stage 1 Child Care during the month. Primary reason Stage 1 Child Care was not approved/authorized/certified during the month (Sum of Items 7a - 7e).....					86
a. No funding available.....					87
b. No provider available.....					88
c. Child care not available during nontraditional hours.....					89
d. Transportation to and from child care not available.....					90
e. Other (e.g. Special needs; sick care not available, etc., explain in Item 7e Explanation box).....					91
<b>COMMENTS</b>					
General Comments					
Item 7e Explanation					
Revised Report Explanation					
CONTACT PERSON	TELEPHONE	EXTENSION	FAX		
JOB TITLE/CLASSIFICATION	E-MAIL		DATE SUBMITTED		



# **CHILD CARE MONTHLY REPORT – CalWORKs TWO-PARENT FAMILIES**

**CW 115A (7/15)**

## **INSTRUCTIONS**

### **CONTENT**

The monthly CW 115A report contains statistical information on CalWORKs families and children approved/ authorized/certified to receive Stage 1 Child Care during the report month. This report includes data on the number of Two-Parent families and their children that are approved/authorized/certified to receive Stage 1 Child Care; transferred to Stage 2 or are waiting to transfer to Stage 2 only; and the reasons Stage 1 Child Care was not available during the month. Do not report non Two-Parent Families on this form. Stage 1 Child Care for non Two-Parent Families will be reported on the CW 115.

Each county administers Stage 1 of the CalWORKs child care program. Some counties may contract with the Alternative Payment Program (APP) to administer their Stage 1 Child Care program. The APP administers Stages 2 and 3 under contract with the California Department of Education.

### **PURPOSE**

The CW 115A meets the child care data reporting requirements of the Welfare and Institutions Code (W&IC) Section 11323.9. This report also provides county, state and federal entities with information needed to capture accurate caseload data for budgeting, staffing, program planning, and other purposes.

### **COMPLETION AND SUBMISSION**

Each county is responsible for ensuring that this report is fully and accurately completed. If portions of the report are completed by more than one entity within the county and/or outside agencies, the contact person responsible for submitting the report to the state shall review the report for completeness and accuracy prior to submittal. Reports are to be received on or before the 20th calendar day of the month following the report month. If the report's due date is on a Saturday, Sunday or state holiday, the report is due on the next business day.

If the county determines that a revision is needed to its previously submitted report, the county shall submit a revised report for the applicable month(s). The California Department of Social Services (CDSS) policy requires counties to revise current

State Fiscal Year (FY) reports, and two prior FYs if needed. Revisions involving additional FYs will be evaluated by CDSS and the county to determine the corrections needed.

Download an Excel version of the report form from <http://www.cdss.ca.gov/dssdb/>, complete the downloaded form and e-mail to the CDSS, Data Systems and Survey Design Bureau (DSSDB) at [admcmw115@dss.ca.gov](mailto:admcmw115@dss.ca.gov). The electronic form contains automatic computations of some cells and provides e-mail transmission of completed forms to DSSDB. The website contains specific instructions and guidance. If you have questions regarding the completion or submission of this report, contact DSSDB at (916) 651-8269.

The report's statewide and county specific data is available on the CDSS, Research and Data

Reports (RADR) website at <http://www.cdss.ca.gov/research/>. Counties are encouraged to review their data on the website each quarter to confirm the county's data matches the data on file at CDSS. For reference purposes, copies of the report form, instructions and validations can be downloaded from the RADR website at <http://www.cdss.ca.gov/research/>.

## GENERAL INSTRUCTIONS

Enter the county name, version (Initial or Revised) and the report month and year in the boxes provided near the top of the form. Enter the data required for each item. Enter "0" if there is nothing to report for an item. **Do not leave any items blank** unless otherwise noted. If your county is unable to collect or track a particular service/activity, enter "0" and explain in the **General Comments** box.

Enter in the boxes at the bottom of the form the contact name, job title or classification, telephone number, extension, fax number and e-mail address of the person to contact if there are questions about the report. This person may or may not be the person who completed the report. Enter the date the report is submitted. This is the date when the report is e-mailed to DSSDB.

## DEFINITIONS

Cal-Learn: This program serves pregnant or custodial teen parents under the age of 19 who have not obtained a high school diploma and are receiving aid. Cal-Learn provides supportive services to assist teen parents to stay in or return to school in order to graduate. Cal-Learn eligibility is extended to 19 year olds who volunteer for Cal-Learn, are in Cal-Learn prior to turning 19 and who have not graduated

from high school. **NOTE: Do not include other (non-Cal-Learn) children in this column who are living in the household and are receiving Stage 1 Child Care. (MPP 42-763)**

CalWORKs Assistance Unit (AU): An AU is a group of related persons living in the same home who have been determined eligible for CalWORKs cash assistance.

CalWORKs Safety Net: Families in which all adults have been discontinued from cash aid and removed from the AU as a result of reaching the CalWORKs 60 month time limit and the children are still receiving cash aid. These cases for CalWORKs families are coded 3F. (MPP 42-302 and 82-833)

Child Care Case: A child care case that is approved / authorized / certified for CalWORKs Stage 1 Child Care benefits, after an eligibility determination is made that authorizes subsidized child care reimbursements, irrespective of receiving actual child care reimbursements.

Child Care Center: Child care providers who:

- (A) Operate licensed centers; or
- (B) Are public or private schools operating extended day programs; or
- (C) Operate centers on tribal or federal lands; or
- (D) Operate recreation programs exempt from licensure pursuant to Health and Safety Code  
Section 1596.792 and that meet the requirements for participation in the APP.  
(Title V, Section 18074.2)

Family: For purposes of the CW 115A, this is the same as the CalWORKs AU. For example, if two unmarried adults with a child in common are living together, they would be counted as an AU.

**NOTE: Two unmarried adults living together with separate children and no child in common would be counted as two AUs with separate CalWORKs cases. A single parent and that parent's children would be only one AU. [MPP 47-110(a)(2) and 80-301(a)(9)]**

Family Child Care Homes: Child care provider who:

- (A) Operate licensed family child care homes; or
- (B) Operate a child care business in a home setting on tribal or federal land.  
(Title V, Section 18074.2)

License Exempt: All other providers that are not included in the child care center or family child care homes definition and not required to be licensed. [MPP 47-110(e)(2)] (Title V, Section 18074.2)

No Longer on Aid: The entire case or the adult(s) in the AU is not receiving cash aid (excluding safety net cases).

Stage 1 Child Care: Stage 1 begins upon the entry of a person into the CalWORKs program. A family may receive a child care subsidy for any legal child care chosen by the client. (MPP 47-101.6)

Stage 2 Child Care: Stage 2 may begin when child care is available through a local Stage 2 program and the county determines stability or when a recipient is transitioning off of aid. (MPP 47-101.7)

Two-Parent Families: Two-Parent Families are those whose AUs include two aided, non-disabled, natural, or adoptive parents of the same aided or SSI/SSP minor child (living in the home), unless both parents are minors, and neither is the head-of-household. This includes Two-Parent AUs in which only one adult reaches the CalWORKs 60 month time limit. It also includes CalWORKs Safety Net Cases, in which all adults have reached 60 month time limit.

Unduplicated Count: For purposes of reporting on the CW 115A, this represents a single count of the number of families and/or children regardless of the number of reimbursements made in the report month.

Welfare-to-Work: This program is mandated by the WIC 11320, et. al. Participation in this program may allow recipients of aid to receive child care assistance. (MPP 42-700)

## **COLUMN DEFINITION**

Enter the unduplicated number of families and their children who received Stage 1 Child Care in one of the following categories in the report month.

Column (A) Welfare-to-Work: MPP 42-700 and WIC 11320. et. al.

Column (B) Cal-Learn: MPP 42-763.

Column (C) No Longer on Aid: MPP 47-110(f)(3).

Column (D) CalWORKs Safety Net: MPP 42-302 and 82-833.

Column (E) Total: Enter the sum of columns (A), (B), (C) and (D) for Items 1 through 5.

././

## **ITEM INSTRUCTIONS**

## PART A. STAGE 1 CHILD CARE CASELOAD

1. Stage 1 families with child care during the month: Enter the unduplicated number of families approved/authorized/certified for Stage 1 Child Care in the report month. Include families whose children are waiting to transfer into Stage 2, families whose children have transferred back from Stage 2 and children who are remaining in Stage 1. **Cell 5 Total (E) column is automatically calculated.** [Cells 1-5]
  
2. Stage 1 children with child care during the month (Sum of Items 2a through 2c): This Item is automatically calculated. This is the sum of Items 2a through 2c. [Cells 6-10]
  - a. Less than two years of age: Enter the unduplicated number of children approved/authorized/certified for Stage 1 Child Care who are zero up to the day before they turn two years of age. **Cell 15 Total (E) column is automatically calculated.** [Cells 11-15]
  - b. Two through five years of age: Enter the unduplicated number of children approved/authorized/certified for Stage 1 Child Care who turn two years old and are less than six years of age. **Cell 20 Total (E) is automatically calculated.** [Cells 16-20]
  - c. School age (Six years or older): Enter the unduplicated number of children approved/authorized/certified for Stage 1 Child Care who are six years of age and older. **Cell 25 Total (E) column is automatically calculated.** [Cells 21-25]
  
3. Stage 1 children in the following child care settings during the month:  
**NOTE: Children may be counted in multiple settings. Numbers may be duplicated.**
  - a. Child Care Center: Enter the number of Stage 1 children receiving child care using either:
    - (1) Operate licensed centers; or
    - (2) Are public or private schools operating extended day programs; or
    - (3) Operate centers on tribal or federal lands; or
    - (4) Operate recreation programs exempt from licensure pursuant to Health and Safety Code Section 1596.792 and that meet the requirements for participation in the alternative payment program. **Cell 30 Total (E) column is automatically calculated.** [Cells 26-30]

- b. Family Child Care Homes: Enter the number of Stage 1 children receiving child care using either (a) licensed family child care homes or (b) a child care business in a home setting on tribal or federal land. **Cell 35 Total (E) column is automatically calculated.** [Cells 31-35]
  - c. License Exempt: Enter the number of Stage 1 children receiving child care using all other providers that are not included in the child care center or family child care homes definition and not required to be licensed. **Cell 40 Total (E) column is automatically calculated.** [Cells 36-40]
4. Stage 1 Child Care expenditures reimbursed during the month (Dollar amounts) (Sum of Items 4a through 4c): **This item is automatically calculated.** This is the sum of Items 4a through 4c. **Cell 45 Total (E) column is automatically calculated.** [Cell 41-45] **NOTE: The dollars displayed are subject to change. Final actual expenditures are reported to CDSS through the Quarterly County Expense Claim.**
- a. Child Care Center: Enter the expenditures actually reimbursed during the report month for Stage 1 Child Care services using either:
    - (1) Operate licensed centers; or
    - (2) Are public or private schools operating extended day programs; or
    - (3) Operate centers on tribal or federal lands; or
    - (4) Operate recreation programs exempt from licensure pursuant to Health and Safety Code Section 1596.792 and that meet the requirements for participation in the alternative payment program. **Cell 50 Total (E) column is automatically calculated.** [Cell 46-50]
  - b. Family Child Care Homes: Enter the expenditures actually reimbursed during the report month for Stage 1 Child Care services using either (a) licensed family child care homes or (b) a child care business in a home setting on tribal or federal land. **Cell 55 Total (E) column is automatically calculated.** [Cell 51-55]
  - c. License Exempt: Enter the expenditures actually reimbursed during the report month for Stage 1 Child Care services using all other providers that are not included in the child care center or family child care homes definitions and not required to be licensed. **Cell 60 Total (E) column is automatically calculated.** [Cells 56-60]

5. Stage 1 children submitted for transfer to Stage 2 during the month: Enter the unduplicated number of eligible Stage 1 children approved/authorized/certified to be submitted for transfer to Stage 2 during the report month. Include children that were reimbursed in Stage 1 child care on the last day of the previous month and submitted for transfer to Stage 2 on the first day of the report month. **Cell 65 Total (E) column is automatically calculated.** [Cell 61-65]
  
6. Stage 1 children waiting to transfer to Stage 2 during the month (Sum of Items 6a through 6c): **This Item is automatically calculated.** This is the sum of Items 6a through 6c. **Cell 70 Total (E) column is automatically calculated.** [Cell 66-70]
  - a. Stage 1 children who will remain in Stage 1 due to program barriers: Enter the unduplicated number of eligible Stage 1 children approved/authorized/certified who will not transfer to Stage 2 and will remain in Stage 1 Child Care due to program barriers during the month (e.g. in-home license exempt providers, issues and concerns). **Cell 75 Total (E) column is automatically calculated.** [Cells 71-75]
  
  - b. Stage 1 children waiting to transfer to Stage 2, who are waiting due to Stage 2 funding issues: Enter the unduplicated number of eligible Stage 1 children approved/authorized/certified who cannot yet transfer to Stage 2 due to Stage 2 funding issues. **Cell 80 Total (E) column is automatically calculated.** [Cell 76-80]
  
  - c. Stage 1 children waiting to transfer to Stage 2, who are eligible and waiting due to agency(s) staffing issues: Enter the unduplicated number of Stage 1 children approved/authorized/certified eligible and waiting to transfer to Stage 2 due to agency staffing issues. Agency staffing issues could either be CWD or APP issues. **Cell 85 Total (E) column is automatically calculated.** [Cell 81-85]

#### PART B. STAGE 1 CHILD CARE SERVICES NOT AVAILABLE

Children reported in Part B because child care services were not available should not be reported in Part A. **NOTE: The data in this section is a subset of Part C, Item 32 (Cell 38), “Good cause for not participating in WTW,” on the WTW 25A (10/06), CalWORKs Welfare-to-Work Monthly Activity Report – Two-Parent Families.**

7. Children whose parents were granted good cause for not participating in Welfare-to-Work activities due to the unavailability of Stage 1 Child Care during the month. The primary reason Stage 1 Child Care was not approved/authorized/certified during the month (Sum of Items 7a through 7e): **This Item is automatically calculated.** This is the sum of Item 6a through 6e. [Cell 86]

- a. No funding available: Enter the unduplicated number of children for whom child care was not available due to a lack of child care funding. [Cell 87]
- b. No provider available: Enter the unduplicated number of children for whom no child care providers were available. [Cell 88]
- c. Child care not available during nontraditional hours: Enter the unduplicated number of children for whom there were no child care providers offering care during nontraditional hours. [Cell 89]
- d. Transportation to and from child care not available: Enter the unduplicated number of children who did not receive child care because neither public nor private transportation was available to transport the child between his or her home and the provider. [Cell 90]
- e. Other (e.g. Special needs; sick care not available, etc., explain in Item 6e Explanation box): Enter the unduplicated number of children for whom child care was not available due to circumstances not noted in Items 7a through 7d above. For example, no provider available to provide child care services to children with special needs or an ill child. [Cell 91]

## COMMENTS

Those counties who have contracts with APPs are requested to add the APP contacts and phone numbers in this section and specify the items and specific programs (columns provided) for which these agencies are responsible. This information is only requested so that DSSDB can contact the appropriate party or individual for further information if necessary, on the data reported.

Use the Comments section to:

- In the General Comments box explain any major fluctuations in data.
- In the General Comments box provide any comments the county determines necessary, including major changes in procedures, programming or staffing that have affected the data.



- In the General Comments box explain any “0” data entry for an item if the county does not provide the service/activity or if the county is unable to collect or track the data.
- In the Revised Report Explanation box explain the reason for a revised report.
- In the Item 7e Explanation box, explain the “other” reason(s) child care was not received.

**Child Care Monthly Report  
Two-Parent Families  
CW 115A**

**VALIDATIONS**

**CELLS 1 – 91** Each data cell in this report must be a whole number equal to or greater than zero (0). Enter no decimals. No data cells should be left blank.

**Initial reports:** If "Initial" is selected, the "Revised Report Explanation" box near the bottom of the report form must be left blank.

**Revised reports:** If "Revised" is selected, enter the reasons for the revision in the "Revised Report Explanation" box near the bottom of the report form.

**PART A. STAGE 1 CHILD CARE CASELOAD**

**ITEM 1 Item 1 must be less than or equal to Item 2**

- CELL 1 Cell 1 must be less than or equal to Cell 6
- CELL 2 Cell 2 must be less than or equal to Cell 7
- CELL 3 Cell 3 must be less than or equal to Cell 8
- CELL 4 Cell 4 must be less than or equal to Cell 9
- CELL 5 Cell 5 must be less than or equal to Cell 10

**ITEM 1 Item 1 Total must be equal to Column A plus Column B plus Column C plus Column D**

- CELL 5 Cell 5 must be equal to (Cell 1 plus Cell 2 plus Cell 3 plus Cell 4)

**ITEM 2 Item 2 must be greater than or equal to Item 1**

- CELL 6 Cell 6 must be greater than or equal to Cell 1
- CELL 7 Cell 7 must be greater than or equal to Cell 2
- CELL 8 Cell 8 must be greater than or equal to Cell 3

CELL 9 **Cell 9** must be greater than or equal to Cell 4  
CELL 10 **Cell 10** must be greater than or equal to Cell 5

**ITEM 2 Item 2 must be equal to (Item 2a plus Item 2b plus Item 2c)**

CELL 6 **Cell 6** must be equal to (Cell 11 plus Cell 16 plus Cell 21)  
CELL 7 **Cell 7** must be equal to (Cell 12 plus Cell 17 plus Cell 22)  
CELL 8 **Cell 8** must be equal to (Cell 13 plus Cell 18 plus Cell 23)  
CELL 9 **Cell 9** must be equal to (Cell 14 plus Cell 19 plus Cell 24)  
CELL 10 **Cell 10** must be equal to (Cell 15 plus Cell 20 plus Cell 25)

**ITEM 2 Item 2 must be greater than or equal to (Item 5 plus Item 6)**

CELL 6 **Cell 6** must be greater than or equal to (Cell 61 plus  
Cell 66 plus) CELL 7 **Cell 7** must be greater than or equal  
to (Cell 62 plus Cell 67)  
CELL 8 **Cell 8** must be greater than or equal to (Cell 63 plus Cell 68)  
CELL 9 **Cell 9** must be greater than or equal to (Cell 64 plus Cell 69)  
CELL 10 **Cell 10** must be greater than or equal to (Cell 65 plus Cell 70)

**ITEM 2 Item 2 Total must be equal to Column A plus Column B plus Column C plus  
Column D**

CELL 10 **Cell 10** must be equal to (Cell 6 plus Cell 7 plus Cell 8 plus Cell 9)

**ITEM 2a Item 2a Total must be equal to Column A plus Column B plus Column C plus  
Column D**

CELL 15 **Cell 15** must be equal to (Cell 11 plus Cell 12 plus Cell 13 plus Cell 14)

**ITEM 2b Item 2b Total must be equal to Column A plus Column B plus Column C plus  
Column D**

CELL 20 **Cell 20** must be equal to (Cell 16 plus Cell 17 plus Cell 18 plus Cell 19)

**ITEM 2c Item 2c Total must be equal to Column A plus Column B plus Column C plus  
Column D**

CELL 25 **Cell 25** must be equal to (Cell 21 plus Cell 22 plus Cell 23 plus Cell 24)

**ITEM 3a Item 3a must be less than or equal to Item 2**

CELL 26 **Cell 26** must be less than or equal to Cell 6  
CELL 27 **Cell 27** must be less than or equal to Cell 7  
CELL 28 **Cell 28** must be less than or equal to Cell 8  
CELL 29 **Cell 29** must be less than or equal to Cell 9  
CELL 30 **Cell 30** must be less than or equal to Cell 10

**ITEM 3a Item 3a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 30 Cell 30 must be equal to (Cell 26 plus Cell 27 plus Cell 28 plus Cell 29)

**ITEM 3b Item 3b must be less than or equal to Item 2**

CELL 31 Cell 31 must be less than or equal to Cell 6

CELL 32 Cell 32 must be less than or equal to Cell 7

CELL 33 Cell 33 must be less than or equal to Cell 8

CELL 34 Cell 34 must be less than or equal to Cell 9

CELL 35 Cell 35 must be less than or equal to Cell 10

**ITEM 3b Item 3a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 35 Cell 35 must be equal to (Cell 31 plus Cell 32 plus Cell 33 plus Cell 34)

**ITEM 3c Item 3c must be less than or equal to Item 2**

CELL 36 Cell 36 must be less than or equal to Cell 6

CELL 37 Cell 37 must be less than or equal to Cell 7

CELL 38 Cell 38 must be less than or equal to Cell 8

CELL 39 Cell 39 must be less than or equal to Cell 9

CELL 40 Cell 40 must be less than or equal to Cell 10

**ITEM 3c Item 3a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 40 Cell 40 must be equal to (Cell 36 plus Cell 37 plus Cell 38 plus Cell 39)

**ITEM 4 Item 4 must be equal to (Item 4a plus Item 4b plus Item 4c)**

CELL 41 Cell 41 must be equal to (Cell 46 plus Cell 51 plus Cell 56)

CELL 42 Cell 42 must be equal to (Cell 47 plus Cell 52 plus Cell 57) CELL 43

Cell 43 must be equal to (Cell 48 plus Cell 53 plus Cell 58)

CELL 44 Cell 44 must be equal to (Cell 49 plus Cell 54 plus Cell 59)

CELL 45 Cell 45 must be equal to (Cell 50 plus Cell 55 plus Cell 60)

**ITEM 4 Item 4 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 45 Cell 45 must be equal to (Cell 41 plus Cell 42 plus Cell 43 plus Cell 44)

**ITEM 4a Item 4a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 50 Cell 50 must be equal to (Cell 46 plus Cell 47 plus Cell 48 plus Cell 49)

**ITEM Item 4b Total must be equal to Column A plus Column B plus Column C plus**

**4b Column D**

CELL 55 Cell 55 must be equal to (Cell 51 plus Cell 52 plus Cell 53 plus Cell 54)

**ITEM 4c Item 4c Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 60 Cell 60 must be equal to (Cell 56 plus Cell 57 plus Cell 58 plus Cell 59)

**ITEM 5 Item 5 must be less than or equal to Item 2**

CELL 61 Cell 61 must be less than or equal to Cell 6

CELL 62 Cell 62 must be less than or equal to Cell 7

CELL 63 Cell 63 must be less than or equal to Cell 8

CELL 64 Cell 64 must be less than or equal to Cell 9

CELL 65 Cell 65 must be less than or equal to Cell 10

**ITEM 5 Item 5 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 65 Cell 65 must be equal to (Cell 61 plus Cell 62 plus Cell 63 plus Cell 64)

**ITEM 6 Item 6 must be less than or equal to Item 2**

CELL 66 Cell 66 must be less than or equal to Cell 6

CELL 67 Cell 67 must be less than or equal to Cell 7

CELL 68 Cell 68 must be less than or equal to Cell 8

CELL 69 Cell 69 must be less than or equal to Cell 9

CELL 70 Cell 70 must be less than or equal to Cell 10

**ITEM 6 Item 6 must be equal to (Item 6a plus Item 6b plus Item 6c)**

CELL 66 Cell 66 must be equal to (Cell 71 plus Cell 76 plus Cell 81)

CELL 67 Cell 67 must be equal to (Cell 72 plus Cell 77 plus Cell 82)

CELL 68 Cell 68 must be equal to (Cell 73 plus Cell 78 plus Cell 83)

CELL 69 Cell 69 must be equal to (Cell 74 plus Cell 79 plus Cell 84)

CELL 70 Cell 70 must be equal to (Cell 75 plus Cell 80 plus Cell 85)

**ITEM 6 Item 6 Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 70 Cell 70 must be equal to (Cell 66 plus Cell 67 plus Cell 68 plus Cell 69)

**ITEM 6a Item 6a Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 75 Cell 75 must be equal to (Cell 71 plus Cell 72 plus Cell 73 plus Cell 74)

**ITEM 6b Item 6b Total must be equal to Column A plus Column B plus Column C plus Column D**

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CELL 80 **Cell 80** must be equal to (Cell 76 plus Cell 77 plus Cell 78 plus Cell 79)

**ITEM 6c Item 6c Total must be equal to Column A plus Column B plus Column C plus Column D**

CELL 85 **Cell 85** must be equal to (Cell 81 plus Cell 82 plus Cell 83 plus Cell 84)

**PART B. STAGE 1 CHILD CARE SERVICES NOT AVAILABLE**

**ITEM 7 Item 7 must be equal to (Item 7a plus Item 7b plus Item 7c plus Item 7d plus Item 7e)**

CELL 86 **Cell 86** must be equal to (Cell 87 plus Cell 88 plus Cell 89 plus Cell 90 plus Cell 91)

### **Exhibit E**

Assurance of Compliance with the Kings County Human Services Agency  
for Nondiscrimination in State and Federally Assisted Programs

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ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

  
949A4EF03A9C51B51BEA694FF960EAB7 reddysign  
Jeff Garner, Executive Director  
Kings Community Action Organization, Incorporated

**Exhibit F**

County of Kings 2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

KCAO STAGE 1 CHILD CARE PROGRAM  
FEBRUARY 1, 2024 THROUGH DECEMBER 31, 2025  
HUMAN SERVICES AGREEMENT NO. 15

Kings County  
Grievance Procedure under ADA or  
California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than sixty (60) calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator  
County Government Center  
1400 West Lacey Blvd.  
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your

concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)