

DIRECTIONS FOR THE EXECUTION OF CHILD CARE AND DEVELOPMENT CONTRACTS

Attachment 2 contains:

- Directions (pages 1-2)
- Resolution/Signature Authority (page 3)
- Sample Resolution (page 4)
- Frequently Asked Questions (pages 5-6)
- Checklist (page 7)
- Contractor Certification Clauses (CCC-307) (pages 8-11)

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 610).

For Interagency Agreements, review the General Interagency Agreement (GIA 610).

<http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>

2. Print this attachment beginning with the Checklist through the Contractor Certification Clauses (pages 7-12), ***single-sided only***. Do not alter documents in any way.
3. Print **2 (two)** copies of the contract and encumbrance page (Attachment 1) ***single-sided only***. Note that you will only have an encumbrance page if there are multiple funding sources.
4. Ensure the contract printed correctly by reading to confirm the entire document is legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
5. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in ***blue ink*** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
6. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.

- ***Contracts will not be executed prior to board approval.***

7. Mail (e-mail not accepted) **both** signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided or formatting has been changed.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required only IF the County Superintendent signs the contract.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2016–17.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2016, by the
Governing Board of _____
of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of
_____, of _____, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need a resolution for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract AND providing signature authority for the person signing the contract.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *only IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority is required if the person signing the amendment was not included as an authorized signer on the original resolution.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts that contain original signatures.

Why do I need to submit 2 copies of the contract/amendment with original signatures?

Two originals are required in order to provide agencies with a fully executed contract/amendment containing original signatures.

If your agency submits only one originally signed contract/amendment, your agency will receive an executed copy of the original.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, the contract will need to be re-printed, re-signed and returned to the CDE. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

Contact the Contracts Office at childdevelopmentcontracts@cde.ca.gov if you have a question regarding the status of the contract or questions about any of the attached documents.

For contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Where should I mail the signed contract?

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form in your package is required.

Contractor name _____ Contract # _____

Place a check mark next to each item being returned.

- ☐ Checklist
- ☐ Two (2) signed (in **blue ink**) child care contracts with original signatures
 - Did you include your printed name, title, and address?
 - Is all of the contract language visible?
- ☐ Encumbrance page (if applicable)
 - This page is provided for funding information only and should remain unsigned by the agency.
- ☐ Contractor Certification Clauses (CCC-307)
 - Did you fill in ALL spaces?
- ☐ Board resolution or minutes authorizing execution of contract (if applicable)
- ☐ Board resolution or minutes, authorizing delegation of authority (if applicable)

Mail **both** signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference
Services California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

CCC-37

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set

forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive

payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all

contractors that are not another state agency or other governmental entity.