



Contract Number

SAP Number

Preschool Services Department

| | |
|---|--|
| Department Contract Representative | <u>N. Michelle Petersen</u> |
| Telephone Number | <u>909-386-8369</u> |
| | |
| Contractor | <u>Easter Seals of Southern California</u> |
| Contractor Representative | <u>Ron Griffin</u> |
| Telephone Number | <u>909-841-6001</u> |
| Contract Term | <u>July 1, 2025, through June 30, 2030</u> |
| Original Contract Amount | <u>\$25,898,530</u> |
| Amendment Amount | <u>N/A</u> |
| Total Contract Amount | <u>\$25,898,530</u> |
| Cost Center | <u>591002220</u> |
| Grant Number (if applicable) | <u>N/A</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide Head Start and Early Head Start services, as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find Easter Seals of Southern California (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide Head Start and Early Head Start services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

A. DEFINITIONS..... 3

B. CONTRACTOR RESPONSIBILITIES..... 6

C. GENERAL CONTRACT REQUIREMENTS 20

D. TERM OF CONTRACT 32

E. COUNTY RESPONSIBILITIES..... 32

F. FISCAL PROVISIONS..... 33

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS..... 35

H. RIGHT TO MONITOR AND AUDIT 38

I. CORRECTION OF PERFORMANCE DEFICIENCIES 39

J. RESERVED 39

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS..... 39

L. NOTICES..... 41

M. ENTIRE AGREEMENT 41

ATTACHMENTS

- A. COMPLAINT AND GRIEVANCE PROCEDURE**
- B. ASSURANCE OF COMPLIANCE**
- C. BUDGET**

A. DEFINITIONS

1. Active Supervision – A child safety strategy in which staff constantly monitor children’s whereabouts and activities. Staff use active supervision strategies to ensure children are supervised and safe as they explore their environments.
2. Administration for Children and Families (ACF) – The federal agency that provides funding and guidelines for the operation of the Head Start program.
3. Ages and Stages Questionnaire Volume 3 (ASQ 3) – A Developmental Screening tool for children ages six (6) months to five (5) years with a deep, exclusive focus on children’s overall development.
4. Ages and Stages Questionnaire Social Emotional (ASQ SE: 2) – A screening tool for children ages six (6) months to five (5) years with a deep, exclusive focus on children’s social and emotional behavior that is completed with parent input and can identify behaviors of concern in young children that may put them at risk for social or emotional difficulties.
5. California Immunization Registry (CAIR2) – A secure, confidential, statewide computerized immunization information system for California residents.
6. Center Based Childcare – Services provided in a physical setting, such as a childcare center or preschool, outside of a child’s home.
7. Child and Adult Care Food Program (CACFP) – A program administered by the California Department of Education through grants received from the United States Department of Agriculture’s Food and Nutrition Services. Meals served are reimbursed at rates based upon a child’s eligibility for free or reduced-price meals or snacks. Head Start Program Performance Standards 1302.44(b) requires programs to use funds from the CACFP as the primary source of payment for meal services.
8. Child Development Specialist – A staff member who supports family childcare providers in implementing Head Start standards and program policies, fostering communication between staff, providers, and enrolled families, and providing recommendations for technical assistance and support to enhance the quality of care.
9. ChildPlus – A Database software system utilized to track ACF required children’s progress, attendance, health information, family service agreements, and family partnership services.
10. Classroom Assessment Scoring System Infants & Toddlers (CLASS) 2nd Edition – Required by the Head Start Act section 641A(c)(2)(F), CLASS 2nd Edition is a valid and reliable research-based observational instrument that assesses classroom quality, including the assessment of three broad domains that include a total of ten dimensions of teacher-child interactions that are linked to positive child outcomes. CLASS 2nd Edition reviews shall be included in annual self-assessment reviews and Federal Reviews. Each of the three domains are scored separately and any program whose average scores fall below the established minimum of each domain will be required to re-compete for funding.
11. Code of Federal Regulations (CFR) – A codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into fifty (50) titles that represent broad areas subject to Federal regulation. Each volume is updated once each calendar year and is issued on a quarterly basis.
12. Contract – The legal agreement between the County and the Contractor.
13. Contract Agency – The vendor(s) selected to enter into a Board of Supervisors approved agreement with the County to provide services pursuant to this contract.
14. Desired Results Developmental Profile (DRDP) – An observation-based assessment tool for children ages three (3) to five (5) years used to determine children’s developmental progress.

15. Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) – A system that is made up of the following screening, diagnostic, and treatment services: physicals, immunizations, vision, dental, hearing, other necessary health care services, diagnostic services, and treatment. States are required to provide comprehensive services and furnish all Medicaid coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions based on federal guidelines.
16. Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA) – Performance standards for determining eligibility, recruiting, selecting, enrolling, and monitoring attendance. Defines how a Head Start program recruits, selects, and enrolls children and families. Programs are responsible for assessing their communities and recruiting children and families who are most in need, including families below the poverty line, children with disabilities, families that are homeless, and pregnant women.
17. Equipment – A capital asset having a life expectancy of one (1) year or more and a per unit cost equal to or greater than the capitalization threshold established by Contractor. Examples include furniture, vehicles, machinery and furnishings.
18. Family Childcare (FCC) – An in-home childcare licensed under Title 22 Regulations with the California Department of Social Services, Community Care Licensing Division regularly providing care, protection and supervision of children, in the caregiver's own home, for periods of less than twenty-four (24) hours per day, while the parents or authorized representatives are away.
19. Family Partnership Agreement (FPA) [45 CFR §1302.52(a)-(d)] – A written document that is developed through an interactive process between the support staff and family members to identify family strengths, set goals, and develop a plan to reach those goals.
20. Family Service Assessment (FSA) – A tool used to determine families' immediate needs, strengths and areas of interest in order to inform practices and make appropriate referrals for assistance.
21. Grant Recipient – A local, public or private agency designated to operate a Head Start program by the Administration for Children and Families, Department of Health and Human Services
22. Head Start Facility – A facility licensed by the California Department of Social Services Community Care Licensing Division to follow the California Code of Regulations (CCR) Title 5 for Child Care Centers <http://www.cde.ca.gov/sp/cd/lr/> and has at least thirty-five (35) square feet of space per child inside the facility and seventy-five (75) square feet per child outside on the playground.
23. Head Start Program – A comprehensive child development program that serves children ages three (3) to five (5) years and their families.
24. Head Start Program Performance Standards – A set of rules and regulations governing the federally funded Head Start and Early Head Start Programs.
25. Health History – A tool utilized to communicate all health-related information, needs, and/or concerns.
26. Human Services (HS) – A department of integrated services, of San Bernardino County, which oversees the programs and resources of nine (9) County departments that come together to provide a rich, more complete array of services to the citizens of the County under one coordinated effort; and which fosters concern for social programs within the County and communities as a whole.
27. Individual Education Plan (IEP) – Head Start Service Plan developed with the family when a determination is made that toddlers ages three (3) to five (5) years need special education and related services; must be developed within 30 days of special needs determination.
28. Individualized Family Service Plan (IFSP) – A written document that outlines the early intervention serviced for infants and toddlers with developmental delays or disabilities and their families.

29. Infant/Toddler Environmental Rating Scale (ITERS) – Program quality assessment instrument designed for children ages 6 weeks to 3 years in classrooms with infant/toddler teacher interactions.
30. Inland Regional Center (IRC) - A non-profit agency in California that provides case management and service coordination for people with developmental disabilities, including intellectual disabilities, autism, cerebral palsy, and epilepsy.
31. Life Skills Progression (LSP) – An outcome measurement instrument designed for use by programs serving low-income parents of children ages zero (0) to three (3) years, but it can extend to age 60 months. There are 43 parent and child scales, which describe a spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.
32. LiveScan – A background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints which is automatically transferred, along with personal description information, to the Department of Justice central computer sites.
33. Local Education Agency (LEA) – An entity which operates a local public primary school or provides government services to schools within a local area.
34. Meals – An occasion that occurs several times a day when food is provided to children. Head Start Performance Standards and CACFP Regulations require that children be provided with breakfast, lunch, and snack, as appropriate. Meals must comply with both sets of guidelines and must be low in fat, salt, and sugar content. Culturally diverse food must be included a minimum of once per month.
35. Non-Corporal Punishment Policy – A PSD Internal policy prohibiting corporal punishment and other humiliating or frightening techniques. Constructive methods are used in maintaining group control and handling individual behavior.
36. Non-Federal Share – A contribution of services, goods, or cash expended for an allowable Head Start program cost which equals twenty-five (25) percent of funding received by the Contractor. Non-Federal Share must be verifiable from a Contractor's records, must not be used as a match for any other federally funded program, must be allowable under applicable cost principles, and must not be funds received under any other federal program.
37. Parents as Teachers (PAT)- The PAT curriculum promotes a reflective approach to include supporting partnerships between home visitors and families thus strengthening parent/child relationships as well as family well-being. The curriculum is sequenced and structured, and evidence based. The Parents as Teachers curriculum provides guidance for culturally responsive interactions, dual language learners, and children with special needs.
38. Parent Committee – A committee at each Contractor's Head Start site that is composed one hundred (100%) percent of parents of enrolled children.
39. Parent Involvement – Parents of enrolled children are encouraged to become involved in the program as volunteers and decision-makers.
40. Part Day, Head Start Program – Head Start Program, including food services, provided for up to three and a half (3.5) hours per day.
41. Partial Support Services – Services provided by Contractor that include child education specific to the program (i.e., Early Head Start, Head Start, and State Preschool) and assistance with nutrition, health, mental health, disability coordination, and speech services.
42. Policy Council – A group composed of elected parent representatives from each Head Start site in the County, including contract agencies, and community representatives. For sites offering Head Start and Early Head Start services, one (1) parent must be elected to represent each program.

43. Preschool Services Department (PSD) – A department of San Bernardino County that its primary function is to provide subsidized childcare and educational instruction for children ages zero (0) to five (5) years from low-income families. As well as the administration of the federally funded Head Start, Early Head Start, State Preschool Programs and Home-Based Services at sites throughout the County. Since 1999, PSD has provided these programs through a combination of direct and contracted services.
44. Professional Development Plan – A plan that defines the training, qualifications, and credentials that staff must demonstrate at various levels of professional responsibility. It outlines a path for professional advancement and achievement from entry level to the highest position in the field.
45. Program Generalist – Staff who determine eligibility for various early childhood education program and identify and provide appropriate resources and/or referrals for the needs of children and their families.
46. Program Information Report (PIR) – A Head Start Program report that collects comprehensive data on the services, staff, children, and families served by Head Start and Early Head Start programs nationwide.
47. Program Monitoring – An ongoing monitoring system for program operations, an annual program self-assessment, and a system for gathering and analyzing data on progress made by children during their participation in the program, that is required by Head Start Program Performance Standards.
48. Registered Dietitian (RD) – A healthcare professional with expertise in nutrition who has met specific educational and professional requirements.
49. Self-Assessment – PSD shall conduct an annual assessment of the program. A team is identified to evaluate and assess the program using the current Head Start Monitoring Protocol.
50. Services – The required services described in this Contract.
51. Service Area Plan – The Goals set by PSD, based upon data received from the community and program assessments, including a detailed description of how an agency will implement activities and how objectives will be achieved.
52. School Readiness Goals – A Child’s status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten.
53. Site Locations – The physical place where the Contractor will be providing the contracted services.
54. Training and Technical Assistance (T & TA) – A system to support program staff in bringing best practices into agency systems and services to promote continuous program improvement.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Comply with Head Start Program Performance Standards [45 CFR §1301, et seq.]. The program shall be conducted in compliance with Head Start Program funding sources' guidelines and requirements, Community Care Licensing Regulations (CCR Title 22), approved Program Budget (Attachment A), all County requirements and directives, and any special conditions that may from time to time be requested, in a satisfactory manner as designated below:
 - a. A total of one hundred sixty (160) Head Start Center-Based children with no more than sixteen (16) children each class for a period of two hundred forty (240) days at the following locations:
 - 1) Ontario Phillips Child Development Center: Forty-eight (48) children:
 - i. Full Day Forty-eight (48) children

- 2) Ontario Haven Child Development Center: Thirty-two (32) children:
 - i. Full Day Sixteen (16) children,
 - ii. Full Day Extension Sixteen (16) children
 - 3) Montclair Child Development Center: Thirty-two (32) children:
 - i. Full Day Sixteen (16) children,
 - ii. Full Day Extension Sixteen (16) children
 - 4) Ontario Maple: Forty-eight (48) children:
 - i. Full Day Extension sixteen (16) children
 - ii. Part Day Thirty-two (32) children
- b. A total of eighty-four (84) Head Start Home Based children with caseloads of no more than twelve (12) children for a period of Thirty-two (32) home visits and sixteen (16) socialization days served at the following location:
- 1) Ontario Mills Child Development Center: Eighty-four (84) children
- c. A total of one hundred and twelve (112) Early Head Start Center Based children with no more than fourteen (14) classes of eight (8) children or a period of two hundred forty (240) days at the following locations:
- 1) Ontario Philips Child Development Center Thirty-six (36) children
 - 2) Montclair Child Development Center Thirty-two (32) children
 - 3) Ontario Haven Child Development Center Forty-four (44) children
- d. A total of twenty-four (24) Early Head Start Home-Based Children comprising of caseloads of no more than twelve (12) children each for a period of forty-six (46) home visits and twenty-two (22) socialization days served at the following location:
- 1) Ontario Mills Child Development Center twenty-four (24) children
2. Maintain compliance and program quality as specified by the Head Start Act, Head Start Program Performance Standards and California Code of Regulations Title 5 and Title 22.
 3. Ensure allowable costs to develop and administer a Head Start program cannot exceed fifteen (15) percent of the total approved program costs, which includes both federal costs and non-federal match. [45 CFR §1303.5(a)(1)]. Costs in excess of the fifteen (15) percent limit may be disallowed at the discretion of the County.
 4. Notify PSD within one (1) hour of any safety issues (e.g., lack of running water, lack of electricity, etc.) that may result in a temporary closure of either site. If the Contractor must permanently close a classroom; contractor shall notify PSD of closure within twenty-four (24) hours of permanent closure.
 5. Ensure all program and fiscal records must be retained for five (5) years.
 6. Maintain record control over all non-expendable property purchased, including all office machinery and office furniture, regardless of value. Record control means: (1) written records furnishing item description, serial and/or model number, source of the property, who holds title to the property, acquisition cost, the location, use and condition of the property, and document number and date; (2) all pieces of property shall be tagged for purpose of identification; (3) an inventory of property shall be submitted to the County annually no later than April 15th of each year and shall include the date inventory was taken along with the name and signature of the employee performing inventory; (4) no disposal, loss or destruction of property shall be undertaken without prior approval from PSD. Once approved, all losses or destruction of property shall be documented and include the date of disposal or the sales price of the property. Copies of such documentation shall be furnished to the County within thirty (30) days following any

occurrence referred to in (4). Non-expendable property is any article having a service life in excess of one (1) year and which cannot be correctly described as either materials or supplies. Title to this property, whether purchased or donated as non-federal share contribution, shall be determined in accordance with ACF guidelines. Any single purchase in excess of ten thousand dollars (\$10,000) or more must be approved in writing by the County prior to purchase. These amounts are per item, including taxes, shipping, and installation.

7. Meet the standards for a sound financial management system as set forth in 45 CFR §1302.101(a) and 45 CFR Part 75, et seq., and other applicable federal and state regulations.
8. Submit accurate, current, and complete disclosure of the results of the Head Start Program and in accordance with the provisions of Section 45 CFR §1302.102(d)(1)(ii). Financial reporting shall comply with commercial auditing standards for Head Start funded programs and shall be maintained in such a manner as will minimize audit exceptions.
9. In support of the financial management system, have written accounting procedures, which follow federal and state regulations and provide consistent reporting of financial transactions.
10. Use the funds allocated in this contract for the purpose stated in the Contract. Guidance on allowable and non-allowable costs is outlined in 45 C.F.R. part 75.
11. Submit all reports referenced below to the PSD at 662 S. Tippecanoe Ave, San Bernardino, CA 92415-0630 such reports as may be required by ACF Head Start Performance Standards, USDA Regulations and Policy, or by the PSD, according to, but not limited to, the following schedule:
 - a. Attendance Reports – Are due the 5th calendar day of each month. The 2310 Attendance Report shall be fully reviewed by the Site Supervisor/Manager to ensure that attendance is being entered and reported accurately according to the current PSD attendance policy. The 2305 must be submitted with the Site Supervisors/Managers signature, acknowledging they have reviewed the 2310 Report for accuracy. The 2316 Report should only be submitted in the event ChildPlus is down and unable to capture parents' electronic signatures during signing in/out of the program and 2316 report is utilized.
 - b. Audit Report/Single Audit Report – Due annually to PSD Finance by April 30th of each year.
 - c. Federal year-end estimation of final expenditures – Due annually to PSD by May 31st or upon PSD's request.
 - d. Monthly Financial Reports including invoices – Due to PSD by the 15th day of the month following the reporting period. June invoice must be submitted no later than July 15th.
 - e. Non-Federal Share (local contributions) is twenty-five percent (25%) of the annual total revenue received by the Contractor. Failure to meet the required Non-Federal Share amount per month may result in withholding payments based upon the amount by which the Contractor is below the required aggregate rate. This amount will be calculated by dividing the amount not collected by twenty-five percent (25%). Non-Federal Share Packets should be turned in monthly with corresponding invoices no later than the 15th day of month following the collection month. If a Non-Federal Share waiver is needed it must be submitted to PSD forty-five (45) days prior to June 30th.
 - f. Submit to PSD all Personnel Policies regarding the hiring, evaluation, termination, and compensation of employees. Due to PSD annually by September 1st. Any changes in any personnel policy shall be provided to the PSD within five (5) working days of said change.
 - g. Property Inventory – Due to PSD annually by April 15th with a certification of physical inventory verified.
 - h. Immunization Report for Health Department – Shall be input into the state system annually by September 20th for all enrolled children.
 - i. All participant's records (records without parental consent to be held for information) must be maintained in the PSD ChildPlus system.

- j. Ensure the outcome of any visit from Community Care Licensing shall be reported to PSD by phone within two (2) hours of the visit.
- k. Any written report of known or suspected incidents of child abuse or neglect and/or any unusual incident reports submitted to Community Care Licensing are submitted by fax within twenty-four (24) hours of filing the report to:

San Bernardino County
Preschool Services Department
Attn: PSD Deputy Directors
Fax: (909) 383-2083

12. ERSEA

Contractor shall:

- a. Ensure all children's/family files are kept at each site and are locked and secured, at all times. All documents obtained by Contractor for the child shall be verified for accuracy and shall immediately be placed in the child's file and/or uploaded to ChildPlus. The children's files shall include, but are not limited to:
 - 1) Verification of income eligibility document signed by designated staff. [45 CFR §1302.12(k)(1)-(2)].
 - 2) Documents used to verify the age of the child (birth certificate, etc.). [45 CFR §1302.12(h)].
 - 3) Documents to prove residency, except for families identified as experiencing homelessness
 - 4) Nutrition surveys are completed and signed by parent and uploaded to the PSD ChildPlus system.
 - 5) Documentation of ongoing health care services for each child [45 CFR §1302.42(a)(2)].
 - 6) Documentation of assistance provided to parents in accessing a source of care, when a child does not have a source of ongoing health care.
 - 7) Documents used to verify children are current and up to date on a schedule of age-appropriate preventive and primary medical and oral health care based on the well-child and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the state. Documentation includes physicals, medical history profile, blood lead questionnaire, hemoglobin, T.B., vision screenings, hearing screenings, blood lead test, blood pressure, and dental [45 CFR §1302.42(b)-(d)].

Physicals must be completed by a health care professional along with a negative Tuberculosis test or risk assessment within thirty (30) days of the child's start date for new enrollees. Children who are returning must have a current physical and negative Tuberculosis test prior to entering the classroom. The TB testing must be done yearly, as stated in Licensing Requirements 101220, and Immunizations must be up to date per the EPSDT schedule.
- b. Permit the enrollment of children to begin immediately upon the parent signing the application for services when the basis for eligibility is family experiencing homelessness. The parents shall provide all required documentation, including immunization records, within 30 days from the date the application of services is signed.

13. DISABILITIES

Contractor shall:

- a. Monitor throughout the year, the actual number of children that are enrolled with a current IEP in place to ensure the disability requirement is met, which is ten percent (10%) of the actual enrollment of all children.
- b. Include information about serving children with disabilities in any recruitment materials.
- c. Ensure appropriate consents are obtained from parents for services to be provided to their child prior to any disability services being rendered.
- d. Assists providers in completing an ASQ-3 with the parent(s)/caregiver(s) and inputting into ChildPlus within forty-five (45) days of the child's first day of care to identify any developmental concerns.
- e. Refer to the Special Education Specialist any child who has been identified as possibly having a disability by:
 - 1) Documenting information regarding the IEP/IFSP information including the start date, expiration date, Name, and diagnoses (if applicable) in ChildPlus.
 - 2) Notifying the PSD Special Education Specialist at PSDDisabilities@psd.sbcounty.gov within five (5) business days.

14. EDUCATION

Contractor shall:

- a. Comply with the Head Start Performance Standards requirements for a developmentally appropriate curriculum. (45 CFR §1302.32, et seq.).
- b. Use Creative Curriculum for all Head Start Center Based children served, and Creative Curriculum for Infants, Toddlers, and Twos for all Early Head Start Center Based children.
- c. Use Parents as Teachers for all Early Head Start and Head Start Home Based children served
- d. Ensure that an Open House is conducted at each site within thirty (30) calendar days of the start of school for each of the center-based programs provided.
- e. Ensure that school-to-home activities are distributed at orientation and at the beginning of each month school is in session.
- f. Ensure that all parents are trained in pedestrian safety within thirty (30) calendar days of the start of the program. Agenda, training materials, and sign-in sheets for each classroom/site shall be provided to PSD within fifteen (15) business days of completion of training.
- g. Perform all the following and ensure all items are documented in the record-keeping and tracking database used by PSD (currently ChildPlus):
 - 1) Be responsible for Weekly Lesson Plans. Lesson Plans shall be developed based on observations of children's interests, goals, and parent input for the curriculum. The current Weekly Lesson Plan should be posted in the classroom on Monday morning of each week. The Lesson Plan shall include both indoor and outdoor activities and individual children's goals.
 - 2) Document and record ongoing observations of children's strengths, concerns, interests, and progress in a child's portfolio, per Head Start Performance Standards.
- h. Ensure that individual goals for each child are developed by the teacher and parent(s)/caregiver(s) and are properly documented, according to the Head Start Performance Standards.

- i. Ensure two (2) home visits; and two (2) parent conferences at the school site are held after each DRDP rating period for center-based programs. If the teacher is unable to meet the home visit requirement, document in case notes in ChildPlus. Each contact shall be documented on a Home Visit/Parent Conference form.
- j. Follow up on children's individualized goals at each parent conference and after every assessment cycle. Review children's files at center conferences to ensure the following items are in the file and completed with current information:
 - 1) Emergency Cards are fully completed by the parents and signed by the Site Supervisor acknowledging he/she has reviewed the cards to ensure they are fully completed.
 - 2) Completed transition plans for each child who is scheduled to attend kindergarten the following year. The transition plan is completed and reviewed with the parent twice per program year, per PSD timelines.
- k. Ensure the DRDP is completed two (2) times per year in ChildPlus with two (2) or more anecdotal notes per measure per assessment; include written notes, pictures or tape recorded transcripts on social-emotional development approaches to learning (visual and performing arts/initiative, cooperation, and curiosity), language and literacy, English language development, cognition, and general knowledge (history/social science, science, mathematics), physical development, and health. PSD timelines shall be followed for DRDP due dates.
- l. Ensure a DRDP Summary of Findings is completed for each site, including social-emotional development approaches to learning (visual and performing arts/initiative, cooperation, and curiosity), language and literacy, English language development, cognition, and general knowledge (history/social science, science, mathematics), physical development, and health.
The Summary of Findings must be completed and turned in for each classroom according to the PSD timelines.
- m. Complete CLASS 2nd Edition review for each classroom, per PSD timelines. Any scores falling below five (5) shall require a written Plan of Action provided to PSD. Based upon the scale item that was scored below five (5), Contractor shall complete the following to meet CLASS 2nd Edition requirements, including, but not limited to:
 - 1) Purchasing classroom materials
 - 2) Providing staff interaction/training
 - 3) Changing room arrangements
- n. Complete review of Home Visitors effectiveness using the HOVRS tool to be completed twice per program year. Includes coaching for any areas, scoring below 4 to strengthen skills.
- o. Complete a Site Action plan within one week of the Summary of Findings, including Parent Surveys, and CLASS 2nd Edition scores.
- p. Ensure that CLASS 2nd Edition assessments are completed a minimum of twice per year on every Head Start teacher employed through this contract.
- q. Ensure that teachers who do not score a maximum of one (1) on Negative Climate and a minimum of four (4) on all other components must be placed on an action plan as part of their Professional Development to bring scores up to the minimum level. Action plans shall include, at a minimum, monthly assessments by the Site Supervisor with feedback on improvements needed until the teacher meets the minimum requirement.
- r. Complete a Kindergarten transition plan for each child who is scheduled to attend kindergarten the following year. The transition plan is completed and reviewed with the parent twice per program year, per PSD timelines.

15. HEALTH

Contractor shall:

- a. Ensure a staffing pattern that shall provide trained staff or contract with partners to conduct the following screenings within the established PSD timelines and ensure follow-up is completed for any identified concerns:
 - 1) ASQ 3
 - 2) ASQ SE: 2
 - 3) Dental – must be performed by a health care professional
 - 4) Vision
 - 5) Hearing
 - 6) Height and Weight
 - 7) Behavioral
 - 8) Social
 - 9) Cognitive
 - 10) Emotional

If any results of the screenings indicate an area of concern, results must be referred to the appropriate professional(s) for further observation and possible evaluation within five (5) business days of the completion of the screening.

- b. Ensure any health issues identified by a health professional are immediately reported to the appropriate local, state, or national agency, e.g., county and state health departments, or the U.S. Center for Disease Control and Prevention. Information on any report regarding contractable diseases and the manners reported shall be provided to the PSD Health Education Specialist within one (1) business day by fax at (909) 383-2100.
- c. Maintain a Health Policy and Procedures Manual. The Manual shall include:
 - 1) All health forms that have received approval from PSD and currently in use by the Contractor.
 - 2) Procedure on prescription medication for both children and employees.
- d. Monitor all health items related to the children enrolled.
- e. Have representation at quarterly Health/Mental Health Advisory Committee meetings. The PSD Program Health Manager will notify the Contractor via formal invitation of the Health/Mental Health Advisory Committee meetings.
- f. Ensure staff receive appropriate training for health-related issues such as CPR, Epi Pen usage, Rescue Medications, and the proper storage of medications kept at the site. Ensure proper documentation is entered into ChildPlus.
- g. Ensure the following items are up to date and documented/uploaded in Child Plus, including, but not limited to:
 - 1) Documents used to verify children are current and up to date on a schedule of age-appropriate preventive and primary health care, which includes medical, and dental utilized by EPSDT. EPSDT includes physicals, medical history profile, blood lead questionnaire, hemoglobin, T.B., vision, hearing screenings, blood lead test, blood pressure, and dental [45 CFR §1302.42].
 - 2) Documentation of ongoing health care services for each child [45 CFR §1302.42(c)].
 - 3) Documentation of assistance, referrals, or resources provided to families in regard to obtaining a source of care.

- 4) Documentation of medication kept at site for the child. Medication must be kept in a separate locked cabinet/refrigerator for children and employees, this excludes rescue medications, which should be kept in a separate but readily accessible cabinet/refrigerator for staff, but out of the reach of children.

16. NUTRITION

Contractor shall:

- a. Employ an RD. If Contractor is unable to employ a RD full time, then the Contractor shall enter into a subcontract with an RD on a fee for service basis, as per the requirements of this contract.
- b. Ensure the RD provides information about a child's need for a special diet within ten (10) business days of receiving the signed doctor's note stating the child requires a special diet.
- c. Ensure RD discusses all nutritional needs with all identified families and documents follow up notes in ChildPlus referral case notes.
- d. Ensure that any child aged three (3) years or older who is noted to be at nutrition risks, e.g., iron deficiency/anemia, underweight, overweight, or obese according to the Body Mass Index Calculator in ChildPlus (located under the Health Events Tab – details for Growth Assessment) shall be referred to an RD. The RD must provide nutrition counseling, nutrition education classes, and determine if a referral to a medical professional is necessary.
- e. Follow PSD procedures when parent/caregiver indicates child has special dietary requirements/allergies to specific foods.
- f. Implement nutrition curriculum "Color Me Healthy".

17. MENTAL HEALTH

Contractor shall:

- a. Use Second Steps, or other research based social-emotional curriculum approved by PSD and attend all PSD social emotional trainings.
- b. Obtain a completed ASQ SE: 2 from the parent(s)/caregiver(s) within forty-five (45) days of the child's first day of class to identify any social-emotional concerns. If any social-emotional concerns are noted, then a referral shall be made to the PSD Mental Health Team within thirty (30) calendar days of identification to PSD.
- c. Conduct mental health services training for staff. Documentation shall include, but is not limited to, sign-in sheets with names of attendees, date of training, duration of training, and copy of training materials. Conduct monthly service delivery meetings with staff to discuss the status of referrals for each site and document through agendas and sign-in sheets.
- d. Conduct monthly service delivery meetings to discuss the status of referrals for each site. These meetings shall be facilitated by the ESSC Mental Health and Disability Specialist and shall be attended by appropriate support staff to ascertain the effectiveness of services.
- e. Maintain Service Delivery Team documentation in ChildPlus that includes notes of discussions about each child and the recommendations from the service delivery team.
- f. Update all information regarding mental health referrals in the ChildPlus case notes.
- g. Provide opportunities for mental health training to families of enrolled children. Documentation of training shall be provided to PSD monthly. Documentation includes, but is not limited to, flyers, sign-in sheets, agendas, and training materials.

18. FACILITY REQUIREMENTS

Contractor shall:

- a. Inspect/test Fire Alarm/Fire Alarm Systems monthly, ensuring that it is in good working condition.
- b. Ensure first aid kits are well supplied, age-appropriate, and readily accessible to staff at all times, but not accessible to children.
- c. Ensure there is space reserved and marked as a "Parent Bulletin Board" and is regularly maintained with the license information and community and County resources.
- d. Provide facility licensed by the California Department of Social Services, Licensing Division. There must be at least thirty-five (35) square feet of space per child inside the facility, and seventy-five (75) square feet of space per child outside on the playground. Equipment must meet current safety requirements. Contractor will not be funded before a Center is licensed.
- e. Arrange the classrooms into distinct functional learning areas that can be recognized by the children and allow for individual activities and social interactions with an appropriate amount and variety of material and equipment for the number of children.
- f. Ensure the safety and security of children by keeping facilities, material and equipment well maintained, clean and in good repair.
- g. Ensure that sufficient equipment, toys, materials and furniture provided are age appropriate, safe and supportive of the abilities and developmental level of each child.
- h. Ensure all materials and furniture are kept in good condition (free of sharp edges and loose pieces). Materials shall be stored in labeled containers on shelves that are accessible to children. Classrooms shall be free of clutter and obstructions, and shall be kept clean, neat, and orderly. The contractor shall maintain licensing requirements regarding usable indoor square footage per child in the classroom.
- i. Provide a "soft, cozy, and quiet" area in every classroom for the children. This area can be accomplished with the use of small area rugs, pillows, stuffed animals, fabric on the walls, curtains, , etc.
- j. Any facility items found to be non-compliant with Federal Health and Safety regulations, or Community Care Licensing, must be corrected within five (5) working days. In the event that a non-compliance deficiency cannot be corrected within the five (5) day period, jointly, a plan of correction will be developed between the County and the person in-charge.

19. PARENT COMMITTEE

Contractor shall:

Ensure every site and/or program option that is operated by the Contractor must have a Parent Committee that shall be comprised of parents of all children currently enrolled in any program option, as early in the program year as possible. Officers for this committee shall be elected and shall include the Chairperson and Secretary. A minimum of seven (7) Parent Committee meetings shall be held during the program year, with oversight provided by the Site Supervisor. Copies of agendas, minutes, and sign-in sheets shall be entered into ChildPlus within fourteen calendar days after the meeting was conducted. The Parent Committee must elect a Representative to attend the monthly Policy Council meetings held at the PSD Administration Office.

20. ATTENDANCE AND ABSENCES

Contractor shall:

Ensure all attendance includes excused absences because of illness or quarantine of the child, illness or quarantine of their parent, family emergency, and court ordered visitations or a reason which is clearly in the best interest of the child.

If the absence is claimed by Contract as an excused absence, the attendance accounting records shall contain the verification that includes:

- a. The name of the child.
- b. The date(s) of the absence.
- c. The specific reason for the absence.
- d. The signature of the parent or the contractor's authorized representative, if verification is made by telephone.

If an excused absence is based on time spent with a parent or other relative, as required by a court of law, the family file shall contain a copy of the Court Order.

21. FOOD SERVICE RESPONSIBILITIES

Contractor shall:

- a. Participate in the CACFP program, as their own grantee, as required by Head Start Performance Standards.
- b. Provide and deliver breakfast, lunch, and snacks to the Head Start/State Preschool site locations listed in Section I, Paragraph OO, as follows:
 - 1) Meals shall comply with CACFP, requirements for students' nutritional needs set by the USDA and the Head Start Program Performance Standards [45 CFR §1302.44(a)]. Morning classes require breakfast and lunch, afternoon classes require lunch and snack, and full day classes require all three meals. All meals will be served family style. Meal components shall consist of:
 - i. Breakfast – $\frac{3}{4}$ cup of 1% milk, $\frac{1}{2}$ cup of vegetable or fruit, and a $\frac{1}{2}$ slice of bread or $\frac{1}{2}$ oz. of grains (cereal with 6 grams of sugar or less per serving); meat and meat alternates may be used to substitute the entire grain component a maximum of 3 times per week.
 - ii. Lunch – $\frac{3}{4}$ cup of 1% milk, 1 $\frac{1}{2}$ oz. of meat/meat alternate, $\frac{1}{2}$ slice of bread or $\frac{1}{2}$ oz. of grains, $\frac{1}{2}$ cup of total fruit and vegetable.
 - iii. Snack – shall consist of two of the following components: $\frac{1}{2}$ cup of 1% milk, $\frac{1}{2}$ cup of vegetable, fruit or full-strength juice, and $\frac{1}{2}$ oz. of meat/meat alternate, $\frac{1}{2}$ slice of bread, or $\frac{1}{2}$ oz. of dry cereal.
- c. Provide food that is low in fat, salt, and sugar, and is culturally diverse.
- d. Provide appropriate healthy snacks and meals to each child during group socialization activities in the home-based option (1302.44 a 2 (vii))
- e. Ensure the temperature and quality of all meals, up to and including the time of delivery, meet the requirements of federal, state, and local sanitation laws.
- f. Meet bi-annually per year with small committees of parents of children enrolled in the Program in order to solicit input on menu planning.
- g. Obtain medical and/or religious statements for children who have food allergies and/or religious preference for meals.
- h. Ensure Contractor's RD provides food substitutions for children with physician documented allergies, e.g., juice for milk, chicken or beef for pork, etc., within ten (10) business days.
- i. Implement a cooking experience once per month as required by Head Start Performance Standards. The cooking experience shall be developmentally appropriate where the child is an active participant and benefits from a hands-on interaction with food.
- j. Ensure RD maintains all records and documentation related to nutritional analysis of all menus to ensure that meals/snacks are meeting children's daily nutritional needs.

- k. Maintain storage, preparation, and service areas of food within proper sanitation and health standards in conformity with applicable state and local laws and regulations.
- l. Maintain the temperature log of equipment daily.

22. PROGRAM ADMINISTRATION RESPONSIBILITIES

Contractor shall:

- a. Cooperate with PSD's annual self-assessment program which, at a minimum, covers all items specified in 45 CFR §§1302.102(b)(2)(i). The contractor shall identify an assessment representative who will attend training sessions provided by PSD and participate in the self-assessment review completed by PSD. The most current version of the Federal Review Protocol, in conjunction with the CLASS 2nd Edition, includes the recommended assessment instruments. Once a Contractor is provided with a written copy of the results of this assessment, any necessary corrective action shall be completed and submitted to the County within thirty (30) calendar days of receipt of the assessment report, unless there is a health and safety finding, which will require a response within twenty-four (24) hours.
- b. Contractor shall complete first level monitoring and allow the County to conduct ongoing monitoring of their program to ensure that all applicable Head Start administrative, and Program Performance Standards are met. The contractor shall utilize the County's system of ongoing monitoring as defined in the County's Service Area Plans and Policies and Procedures. The contractor will provide the County with a corrective action plan on all non-compliance issues within fifteen (15) businessdays of notification of non-compliance resulting from a monitoring visit, and enter all responses into ChildPlus using the Internal Monitoring Suite User Manual located at: <http://hs.sbcounty.gov/psd/Policies%20and%20Procedures/Internal%20Monitoring%20Suite%20User%20Manual.pdf>

If Contractor fails to correct the issue of non-compliance within an agreed upon timeframe, invoice reimbursement may be delayed or withheld completely until the non-compliant issue has been resolved.
- c. Contractor shall participate in the planning and design of the Community Assessment. The contractor shall provide such information as requested by the County and referenced in 45 CFR §1302.11(b) regarding the Contractor's assigned service/recruitment area(s) as well as data on community and family characteristics, within thirty (30) calendar days of request.
- d. Contractor shall ensure that all "PIR" areas in ChildPlus, designated by the letters PIR, are entered correctly, and updated within five business days of any reported changes. Contractors shall run the PIR report monthly for each site location they serve to monitor the data captured in ChildPlus.
- e. Contractor shall use County automated record keeping and tracking system (ChildPlus). Information must be entered daily into ChildPlus. All data, including, but not limited to, physicals, immunizations, and assessments, shall be entered within three days of receipt of the information
- f. As stated in 45 CFR §1302.92(a)-(b), along with the County, training must be provided for all Head Start staff. T&TA shall be available to the Contractor and shall be provided by the County to enhance program quality. Contractors shall have appropriate staff attend any training provided by the County for items that are mandated by either the Head Start or CDE regulations. Contractors shall pay their share of the cost for the training out of the T&TA budget. Contractors agree that they will provide proof of all training mandated by Head Start to their assigned Program Manager.
- g. Find and attend locally or regionally available training courses. The Head Start Act 42 U.S.C. section 9843(d)(2)(F) states that funds made available under 42 U.S.C. section 9835(a)(2)(C)(i) shall not be used for long-distance travel expenses for training activities available outside the State of California. If Contractor is unable to find available training within

- the State of California, a justification must be submitted to PSD designee no later than sixty (60) calendar days prior to the training, clearly stating the scope of the training, justifying how the employee will benefit from the training, and describing the resources explored to find the same type of training within the State of California. If Contractor fails to obtain prior approval, this expenditure will be disallowed, and the Contractor will not be reimbursed for such expense.
- h. Ensure at least one staff member per site shall be CLASS 2nd Edition reliable.
 - i. Notify within twenty-four (24) hours, the PSD Deputy Directors of any unusual incident reported to Community Care Licensing and submit a copy of the written report file with Community Care Licensing to the PSD Deputy Directors within twenty-four (24) hours of filing said report.
 - j. Ensure per Head Start Act Section 653 (a)-(b), no individual shall be paid with Head Start funds if their salary, not including compensation for health, medical, life insurance, disability, retirement, or any other welfare or pension benefit, exceeds the federal Executive level II salary cap.
 - k. Before the first day of employment, for each employee, ensure the following Pre-Employment Procedures:
 - 1) In accordance with 45 CFR §1301.2 and §1301.3, the program will ensure that parents, through their Policy Council, participate in the decision-making process for hiring staff who work primarily with children and families, as well as program management staff, by providing meaningful input and final approval of recommended candidates. Parent participation may include service on interview panels, reviewing candidate recommendations, and/or providing feedback prior to final hiring decisions.
 - 2) Personal and employment references provided by a candidate shall be verified.
 - 3) Obtain either of the following:
 - i. A state, tribal, or federal criminal record check covering all jurisdictions where the County provides Head Start Services to children.
 - ii. A state, tribal, or federal criminal record check as required by the law of the jurisdiction where the County provides Head Start Services.
 - iii. A criminal record check as otherwise required by federal law
 - l. Provide documentation to support a candidate's qualifications for all positions. Maintain in ChildPlus, and make available upon request a personnel file on all employees that includes:
 - 1) Pre-employment physical.
 - 2) Pursuant to California Senate Bill 792, Contractor must maintain vaccination records for employees and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1st, through December 1st, and annually thereafter. [SB 792, Section 1, 1596.7995(b)(1)-(4)].
 - 3) Negative Tuberculosis (TB) test that is current:
 - i. Must be completed within the last two (2) years.
 - ii. Must be within five (5) years for a chest X-ray.
 - 4) Fingerprint Clearance Verification/Fingerprint Exemption Verification.
 - 5) CPR/First Aid certification.
 - 6) Food Handler's Card.
 - 7) Teaching Credentials/Permits.

- 8) College Transcripts to verify the minimum standard per the Head Start Act has been met.
 - 9) Standards of Employee Conduct.
 - 10) Current Work Performance Evaluation completed annually.
 - 11) Professional Development Plan completed annually.
- m. Staff Requirements:

Contractor shall ensure:

- 1) As prescribed in section 648A(a)(2)(B)(i) of the Head Start Act, that program staff and consultants who serve as Education Managers or coordinators, including those that serve as curriculum specialists, have a baccalaureate or advanced degree in early childhood education or a baccalaureate or advanced degree and equivalent coursework in early childhood education with early education teaching experience.
- 2) A minimum of one (1) staff member per site shall maintain a current CLASS reliable status.
- 3) Teaching Staff:
 - i. Meet Head Start center-based teacher qualification requirements
 - Ensure no less than fifty (50%) percent of all Head Start teachers have a bachelor's degree in child development, early childhood education, or equivalent coursework.
 - Early Head Start center-based teacher qualification requirements. As prescribed in section 645A(h) of the Act, a program must ensure center-based teachers that provide direct services to infants and toddlers in Early Head Start centers have a minimum of a Child Development Associate (CDA) credential and coursework in early childhood development with a focus on infant and toddler development or infant toddler curriculum.
 - As prescribed in section 648A(a)(3)(B) of the Head Start Act, a program must ensure all center-based teachers have at least an associate or bachelor's degree in child development or early childhood education, equivalent coursework, or otherwise meet the requirements of section 648A(a)(3)(B) of the Head Start Act.
- 4) Meet Head Start Assistant Teacher qualification requirements:
 - i. As prescribed in section 648A(a)(2)(B)(ii) of the Head Start Act, a program must ensure Head Start assistant teachers, at a minimum, have a CDA credential or, are enrolled in a program that will lead to an associate or baccalaureate degree, or are enrolled in a CDA credential program to be completed within two years of the time of hire.
- 5) Meet Center-Based Teachers and Assistant Teachers competencies:
 - i. A program must ensure center-based teachers and assistant teachers demonstrate competency to provide effective and nurturing teacher-child interactions, plan and implement learning experiences that ensure effective curriculum implementation and use of assessment and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and applicable state early learning and development standards, including for children with disabilities and dual language learners, as appropriate.
- 6) Meet Home-Based Visitor Competences
 - i. The program will ensure home visitors providing home-based education service have a minimum of a home-based CDA credential or comparable credential, or equivalent coursework as part of an associate or bachelor's degree; and demonstrate competency to plan and implement home-based learning experiences that ensure effective implementation of the home visiting curriculum and promote

children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five, including for children with disabilities and dual language learners, as appropriate, and to build respectful, culturally responsive, and trusting relationships with families.

- 7) Meet Health Professional qualification requirements:
 - i. A program must ensure health procedures are performed only by a licensed or certified health professional.
 - ii. A program must ensure all mental health consultants are licensed or certified mental health professionals. A program must use mental health consultants with knowledge of and experience in serving young children and their families, if available in the community.
 - iii. A program must use staff or consultants to support nutrition services who are RDs or nutritionists with appropriate qualifications.
- 8) Coaches:
 - i. That program coaches providing the services described in 45 CFR §1302.92(c) have a minimum of a baccalaureate degree in early childhood education or a related field.
- 9) Pursuant to California Senate Bill 792 (2015), Contractor must maintain vaccination records for employees and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1st, through December 1st, and annually thereafter. [SB 792 (2015), Section 1, California Health & Safety Code section 1596.7995(b)(1)-(4)].
- n. Participation in monthly scheduled planning and communication meetings each program year. Scheduled meetings occur every month Contractor shall be notified within one (1) month prior to the scheduled meeting.
- o. Appropriate internal controls are implemented to protect the assets of the Head Start programs it operates. The following requirements are specifically identified as Contractor responsibilities and will be monitored by the County for compliance.

The Contractor shall:

- 1) Resolve all independent audit/Single Audit and PSD/San Bernardino County Monitoring Review findings with the development and implementation of appropriate corrective action plan within fourteen (14) calendar days of publication of the independent audit/Single Audit and monitoring reports.
- 2) Ensure the employment of, or obtain the services of, a qualified fiscal officer and maintain a system of financial checks and balances
- 3) Utilize a cost allocation that has received prior approval from the County and is based on actual staffing patterns, program usage, or other appropriate methodology.
- 4) Follow PSD's Policies and Procedures and ensure staff are trained in PSD Policies and Procedures are kept up to date and accessible to all staff. updates of PSD's policies are disseminated within seven (7) calendar days.

23. GENERAL PROGRAM RESPONSIBILITIES

Contractor shall:

- a. Maintain current family contact information and consent for emergency care.
- b. Post and practice emergency evacuation routes and safety procedures regularly.
- c. Practice emergency (including but not limited to fire, earthquake, and lockdown) drills monthly, and post documentation of such in clear view within each location. Documentation of completed drills shall be provided to the PSD Health, Nutrition, and Safety Manager on a quarterly basis.
- d. Participate in the Great American Shakeout which occurs every year on the third Thursday of the month of October. Contractor shall check in and report to PSD the status of the site/children during the Great American Shakeout and in case of a catastrophic emergency (e.g., earthquake).
- e. Complete follow-up on the Child Developmental Progress form and the FPA at each home visit and center conference.
- f. Review of the children's file at home visit and center conference to ensure the following items are in the file and completed with current information:
 - 1) Emergency Cards are fully completed by the parents and signed by the Site Supervisor acknowledging he/she has reviewed the cards to ensure they are fully completed.
 - 2) Parent's Rights Form signed by the parent(s)/caregiver(s) acknowledging receipt.
 - 3) Personal Rights Form signed by the parent(s)/caregiver(s) acknowledging receipt.
 - 4) Picture consent signed by the parent(s)/caregiver(s).
 - 5) Parent handbook receipt signed by the parent(s)/caregiver(s) acknowledging receipt of the handbook.
 - 6) Completed transition plans for each child who is scheduled to attend kindergarten the following year. The transition plan is completed and reviewed with the parent twice per program year, per PSD timelines.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, the Contractor shall provide the results of the background check of each individual to the County. Such a background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct the Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct the Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

The contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. The contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting,

banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a county facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate. County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Director of PSD or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or the County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein; and
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default. Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

- 15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management’s (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If the Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- 16. **Drug and Alcohol-Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor’s employees, while performing service for the County, on County property, or while using County equipment:
 - a. Shall not be impaired in any way because of being under the influence of alcohol or an illegal or controlled substance.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor’s employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County, on County property, or using County equipment, of the County’s objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor’s employees are determined by the County not to be in compliance with the above.

- 17. **Duration of Terms** – This Contract, and all its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
- 18. **Reserved.**
- 19. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of postconsumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractors are also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.)

20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
21. **Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in, an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution, satisfactory to both parties.
23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. The contractor will notify the County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
 - Community Care License (CCL) issued by the State of California, department of Education including all CCL licensing requirements.

➤ Child Development Permits

25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.
27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this Contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
- a. Such governmental bodies do not have and will not have in force any other contract for like purchases.
 - b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.

32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenues and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the PSD Director or their designee and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of PSD through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. The contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Included in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements, and G. Indemnification and Insurance Requirements.
- d. Be responsible for monitoring subcontractors annually to determine the subcontractor's compliance with the provisions of this contract. At County's request, Contractor shall provide subcontractor's annual monitoring reports and supporting documentation.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. The contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.
39. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such a termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with

the conflict-of-interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Contractor's duties and services under this Contract shall not include preparing or assisting the County with any portion of the County's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the County. The County entering this Contract shall at, all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The contractor shall cooperate with the County to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

43. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

45. **Reserved**
46. **Reserved**
47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

48. **Reserved**
49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. The contractor must immediately provide to the County any notice provided by a consumer to the Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. The contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.
51. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in a clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the Preschool Services Department Contract Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

52. **Reserved**
53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision for the arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
54. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County’s Elder and Dependent Adult Abuse Reporting requirements:
- a. Who Must Report: In accordance with the Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elderly and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
 - c. To Whom to Report: Incidents of elderly and dependent adult abuse must be reported to the correct agency as follows:
 - 1) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long Term Care Ombudsman or local law enforcement.
 - 2) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement.
 - 3) If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
 - d. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
 - 2) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <https://www.cdss.ca.gov/Portals/9/Additional-Resources/Forms-and-Brochures/2020/Q-T/SOC341.pdf?ver=2022-11-02-133527-590>. The completed form must be submitted to the same agency to which the incident was reported by telephone.

55. **Reserved.**
56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.
59. **Reserved**
60. **211 Registration** – Contractor shall register with Inland Southern California 211+ within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the Inland Southern California 211+ of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general-public are not subject to the ownership provisions.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
 - a. This Contract,
 - b. Attachments to this Contract, as indicated herein, and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **Equipment** – County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.

65. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
66. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.
67. **Reserved**
68. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.

D. TERM OF CONTRACT

1. This Contract is effective as of July 1, 2025, and expires June 30, 2030, but may be terminated earlier in accordance with provisions of this Contract.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County’s rights with respect to any termination of this Contract.
3. The contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. The contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

PSD shall:

1. Provide Support Services to the families, such as health, mental health, nutrition, disability, social, and family support services
2. Ensure the following items are up to date and placed in the child’s file, including, but not limited to:
 - a. Documents used to verify children are current and up to date on a schedule of age-appropriate preventive and primary health care, which includes medical, and dental utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT). EPSDT includes physicals, medical history profile, blood lead questionnaire, hemoglobin, T.B., vision, hearing screenings, blood lead test, blood pressure, and dental (45 CFR §1302.42).

- b. Documentation of ongoing health care services for each child (45 CFR §1302.42(d)(2)).
- c. Documentation of assistance provided to family in accessing a source of care.
- 3. Assist with recruitment efforts on behalf of Contractor to ensure that no more than thirty (30) days has elapsed before a vacancy is filled, in order to maintain full enrollment in the program.
- 4. Refer families that may be eligible for services to Contractor.
- 5. Complete all ACF reporting requirements.
- 6. Monitor performance of Contractor.
- 7. Assist Contractor with developing and implementing the evaluation process and tools to report program outcomes.
- 8. Provide CLASS 2nd Edition toddler reviewers to assess the performance of the family childcare and/or childcare center EHS-CCP Providers.
- 9. Assess the environment and teacher-child interaction of each participating Child Care Center Providers.
- 10. Assess the qualifications, based on education and experience of each participating Child Care Center Provider staff.

F. FISCAL PROVISIONS

- 1. The maximum amount of payment under this Contract shall not exceed \$25,898,530, of which \$25,898,530 may be federally funded and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- 2. The Contractor shall contribute \$6,474,633 to the program funds. Such contributions, known as Non-Federal Share, shall be in cash or donated supplies and services, reduced rates for supplies and expenses, fair rental value, and/or volunteer services received in the amount of \$6,474,633, per Program Budget. Non-Federal share must be verifiable from a contractor's records and must be allowable and necessary under applicable accounting principles. Non-Federal share cannot be funding received or used as a match for any other federally funded program.
- 3. The PSD agrees to reimburse the Contractor for authorized expenditures as detailed in the Program Budget (Attachment C). The Contractor shall submit a claim for payment for the change.
- 4. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice. Invoices shall be submitted to psdaccounts payable@psd.sbcounty.gov.
- 5. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
- 6. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- 7. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractors shall not use current year funds to pay prior or future year obligations.

8. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
9. The contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
10. The contractor shall certify to the County whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334.
11. Federally funded nonprofit Contractors may elect to include an Indirect Cost Rate in the cost reimbursement contract budget, and have the following four (4) options to recover costs expended in the process of managing the federal awards:
 - a. Apply the current federally negotiated indirect cost rate that has been approved by a federal cognizant agency; or
 - b. Apply a state negotiated indirect cost rate or a rate negotiated between the pass-through entity and the subrecipient; or
 - c. Elect to use a flat de minimis rate of fifteen percent (15%) of Modified Total Direct Costs (MTDC) under the guidelines below; or
 - d. Charge costs directly (Direct Charge) as, long as those costs are charged the same consistently across all federal awards. Administrative and clerical salaries should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: 1) services are integral to a project or activity; 2) individuals involved can be specifically identified with the project or activity; 3) costs are explicitly included in the budget or have the prior written approval of awarding agency; and 4) the costs are not also recovered as indirect costs.
12. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate, expenditures are expected to exceed an approved budgeted category by more than ten (10) percent, or \$5,000 whichever is less or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification to meet Federal regulations that anticipated expenses are allowable, necessary and reasonable. Contractor may submit a maximum of three (3) budget revision requests per fiscal year. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The deadline to submit final budget revision requests for the fiscal year is April 30th. The Director of PSD, or his/her designee has the authority to approve line-item budget changes to the budget herein, as, long as these changes do not exceed the total contract amount. The county shall notify the Contractor in writing of the status of the budget revision request within thirty (30) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in, excess of the approved budgeted line-item amount. Should the Contractor's request require Federal government approval, County will notify the Contractor of the funding source's approval or disapproval. Contractor may not take any action on the request without prior written approval

from the County. Any action taken by the Contractor prior to receipt of County approval may be grounds for disallowance.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements should not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in, excess of ten thousand (\$10,000) shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance

if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management, or his/her designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management, or his/her designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. The contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollar (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are nonprofit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.

- 6) Contractual liability.
- 7) Two million dollars (\$2,000,000) general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.
- If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not for profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverages for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items including audited financial reports as requested and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. The contractor shall complete first level monitoring and shall give full cooperation in any auditing or monitoring conducted. The contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any, and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall complete first level monitoring, and shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any, and all reporting requirements established by this Contract.
4. The contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending one million dollars (\$1,000,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
Number: 93.600 Title: Head Start
8. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in, order for the County to remain in compliance with Title 2 CFR Section 200.331 and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

| | |
|--------------------------------------|-------------------------------------|
| Contractor Name as registered in SAM | Easter Seals of Southern California |
| UEI | 055555955 |
| FAIN | 09CH10016-04 |

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any, one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. RESERVED

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. Equity Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Contractors shall assess the demographic makeup and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractors shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractors shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. Contractors shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to, and represents, the population being served. This includes trained and competent bilingual staff.
 - e. Contractors shall provide training to enhance their workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost effective.
 - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
Email: hsasdcontractsunit@hss.sbcounty.gov

Easter Seals of Southern California
1063 McGraw Avenue, Suite 100
Irvine, CA 92614
Phone: (714) 834-1111
Email: ron.griffin@essc.org

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Easter Seals of Southern California

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Ron Griffin
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Vice President
(Print or Type)

By _____
Deputy

Dated: _____

Address 1063 McGraw Avenue, Suite 100
 Irvine, CA 92614

FOR COUNTY USE ONLY

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|--|---|--|
| ► _____ Sophie Curtis, Deputy County Counsel Date _____ | ► _____ Lisa Rivas-Ordaz, Contracts Manager Date _____ | ► _____ Arlene Molina, Director Preschool Services Department Date _____ |

**PRESCHOOL SERVICES DEPARTMENT
CONTRACT COMPLAINT AND GRIEVANCE PROCEDURE**

(Instructions: The participant is to receive the top portion of this form. The bottom portion of the form is to be signed by the service recipient and placed in the Contractor's records.)

If you believe that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the Contractor/Service Provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to:

Preschool Services Department of San Bernardino County
662 S. Tippecanoe Avenue
San Bernardino, CA 92415-0630
ATTN: Human Resources – Confidential

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to the following address:

Human Services
150 South Lena Road
San Bernardino, CA 92415-0515
ATTN: Contracts Unit

Time frame: Within 1 week of Step 2.

You will be contacted within 10 calendar days of any actions taken. Each of these steps must be completed in the sequence shown.

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the Preschool Services Department Contract Complaint and Grievance Procedure.

Signature of Services Recipient

Date

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Easter Seals of Southern California
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will 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 AGENCY 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 (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws 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 Section 10605, or Government Code Section 11135-11139.8, 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 Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

Easter Seals of Southern California
ORGANIZATION

PROGRAM BUDGET

**EASTER SEALS OF SOUTHERN CALIFORNIA
FY 2025-26 BUDGET (July 1, 2025 – June 30, 2026)**

| GABI | GABI | HS Budget FY 2025-2026 | EHS Budget FY 2025-2026 | TOTAL HS/EHS Budget FY 2025-2026 |
|------|---|------------------------------|-------------------------------|--|
| A. | PERSONNEL | | | |
| A01 | Program Managers & Content Area Experts | 277,012.00 | 154,100.00 | 431,112.00 |
| A02 | Teachers/Infant Toddler Teachers | 848,813.00 | 810,386.00 | 1,659,199.00 |
| A03 | Family child Care Personnel | - | - | - |
| A04 | Home Visitors | 354,559.00 | 119,548.00 | 474,107.00 |
| A06 | Health/Mental Health Service Personnel | 19,565.00 | 13,902.00 | 33,467.00 |
| A07 | Disabilities Services Personnel | 17,554.00 | 12,474.00 | 30,028.00 |
| A08 | Nutrition Services Personnel | 52,389.00 | 26,803.00 | 78,992.00 |
| A09 | Other Child Services Personnel | - | - | - |
| A10 | Program Managers & Content Area Experts | 12,194.00 | 8,795.00 | 20,989.00 |
| A11 | Other Family & Community Partnerships | 180,296.00 | 112,853.00 | 293,149.00 |
| A12 | Executive Dir./Other Supervisors Of HS Dir. | 28,623.00 | 20,645.00 | 49,268.00 |
| A13 | Head Start/EHS Director | - | - | - |
| A14 | Managers | - | - | - |
| A15 | Staff Development | - | - | - |
| A17 | Fiscal Personnel | 114,867.00 | 93,665.00 | 208,532.00 |
| A18 | Other Administrative Personnel | 26,647.00 | 19,220.00 | 45,867.00 |
| A19 | Maintenance Personnel | 25,409.00 | 10,686.00 | 36,095.00 |
| | Total Personnel | 1,957,928 | 1,402,877 | 3,360,805 |
| B. | Fringe Benefits | | | |
| B01 | Soc Security(FICA), St Disability, Unemploy | 234,345.00 | 182,374.00 | 416,719.00 |
| B02 | Health/Dental/Life insurance/HSA | 234,948.00 | 210,431.00 | 445,379.00 |
| B03 | Retirement (Pension Costs and 401K) | 78,310.00 | 56,114.00 | 134,424.00 |
| B04 | Other Fringe | - | - | - |
| | Total Fringe Benefits | 547,603 | 448,919 | 996,522 |
| C. | Travel | | | |
| C01 | Staff Out-Of-Town Travel | 3,476.00 | 1,931.00 | 5,407.00 |
| | Total Travel | 3,476 | 1,931 | 5,407 |
| D. | Equipment | | | |
| D04 | Other Equipment (Rentals and Additions) | - | - | - |
| | Total Equipment | - | - | - |
| E. | Supplies | | | |
| E01 | Office Supplies | 20,216.00 | 12,946.00 | 33,162.00 |
| E02 | Child and Family Service Supplies | 39,419.00 | 17,705.00 | 57,124.00 |
| E03 | Food Services Supplies | 4,080.00 | 3,192.00 | 7,272.00 |
| E04 | Other Supplies - Maintenance | 11,685.00 | 9,831.00 | 21,516.00 |
| | Total Supplies | 75,400 | 43,674 | 119,074 |
| F. | Contractual | | | |
| F05 | Training and Technical Assistance | - | - | - |
| F06 | Family child Care/Child Care Partnership | - | - | - |
| F08 | Other Contracts(Temporary Help) | 14,300.00 | 9,500.00 | 23,800.00 |
| | Total Contractual | 14,300 | 9,500 | 23,800 |
| H. | Other | | | |
| H02 | Rent | 18,000.00 | 12,880.00 | 30,880.00 |
| H04 | Utilities, Telephone | 70,173.00 | 38,170.00 | 108,343.00 |
| H05 | Building & Child Liability Insurance | 20,600.00 | 22,000.00 | 42,600.00 |
| H06 | Bld maintenance/Repair & other Occupancy | 19,316.00 | 24,799.00 | 44,115.00 |
| H07 | Incidental Alterations/Renovations | - | - | - |
| H08 | Local Travel | 18,312.00 | 5,742.00 | 24,054.00 |
| H09 | Nutrition Services | 48,000.00 | 48,000.00 | 96,000.00 |
| H10 | Child Service Consultants | 23,760.00 | 24,296.00 | 48,056.00 |
| H11 | Volunteers | - | - | - |
| H13 | Parent Services | 2,400.00 | 4,200.00 | 6,600.00 |
| H14 | Accounting & Legal Services | 27,600.00 | 28,247.00 | 55,847.00 |
| H15 | Publication/Advertising/Printing | 9,525.00 | 7,631.00 | 17,156.00 |
| H16 | Training or Staff Development | 29,000.00 | 27,800.00 | 56,800.00 |
| H17 | Other | 93,000.00 | 50,647.00 | 143,647.00 |
| | Total Other | 379,686 | 294,412 | 674,098 |
| | Sub Total | 2,978,393.00 | 2,201,313.00 | 5,179,706.00 |
| | NFS Required | 744,598.00 | 550,328.00 | 1,294,926 |
| | Total Program Cost | 3,722,991.00 | 2,751,641.00 | 6,474,632.00 |
| | 15% Administrative Cost Alloted | 558,449.00 | 412,746.00 | 971,195.00 |