



**QUALITY START SAN BERNARDINO - CALIFORNIA STATE PRESCHOOL PROGRAM
PARTICIPATION
MOU #23/24-0627**

This **AGREEMENT** entered into effect on this 1st day of July 2023, by and between the San Bernardino County Superintendent of Schools, herein after referred to as “**SUPERINTENDENT**”, and County of San Bernardino Preschool Services Department herein after referred to as “**AGENCY**,”

RECITALS

WHEREAS San Bernardino County Superintendent of Schools is an administrative agent for the California State Preschool Program (CSPP); and

WHEREAS, the California Department of Education (CDE), Early Learning and Care Division (ELCD) is providing funding to develop and maintain the California State Preschool Block Program Grants.

WHEREAS San Bernardino County Superintendent of Schools collaborated with consortia partners to coordinate/ organize early learning partners in San Bernardino County to build a Quality Rating and Improvement System (QRIS), known as Quality Start San Bernardino (QSSB); and

WHEREAS **AGENCY** provides childcare and development services to children and families within San Bernardino County;

NOW THEREFORE, **SUPERINTENDENT** and **AGENCY** agree to the following:

1. Requirements for Quality Start San Bernardino Program funded by the QCC California State Preschool Block Grant
 - a. This funding shall only be used to supplement, and not supplant, existing efforts and investments to retain qualified childcare staff at the local level.
 - b. Agency must attend an Orientation for the current program year.
 - c. Agency must submit application and/or necessary information to be enrolled into the QSSB program.
2. Responsibilities of **SUPERINTENDENT**
 - a. **SUPERINTENDENT** shall administer the quality improvement components of the QSSB. This may include but is not limited to training coordination, coaching, curriculum and other learning materials, supplies, health and safety items, and facility improvement needs.
 - b. **SUPERINTENDENT** shall monitor the participation, quality improvement, and final rating (if applicable) to distribute QSSB incentive funds in accordance with the QSSB plan as outlined in the incentive structure for the respective program year.
 - c. **SUPERINTENDENT** evaluate eligibility of quality rating incentive awards earned for each participant site and send a single check inclusive of these incentive awards for each of the Agency’s participant sites no later than 30 days after program year end.
 - d. **SUPERINTENDENT** will facilitate the distribution of QSSB Improvement/Incentive Awards earned in the program year.
3. Responsibilities of **AGENCY**
 - a. **AGENCY** shall assign a QSSB fiscal contract person to work directly with SBCSS to facilitate the distribution of QSSB Improvement/Incentive Awards earned in the program year.

- b. **AGENCY** shall have a written policy prohibiting unlawful discrimination in services on the basis of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.
- c. **AGENCY** shall assign a QSSB fiscal contract person to work directly with SBCSS to facilitate the distribution of QSSB Improvement/Incentive Awards earned in the program year.
- d. **AGENCY** will receive payment of up to \$10,000 for Tier 4 participating sites and up to \$15,000 for Tier 5 participating sites. All incentive awards earned from Agency's participating sites will be received no later than 30 days after program year end date.
- e. If eligible, Agency may receive funds for QI activities or resources and make funds available to participating site for purchase/reimbursement of QI activities/resources as outlined in the QIP.
- f. **AGENCY** shall provide a narrative and/or spreadsheet documentation supporting the use of quality improvement funds, to SBCSS quarterly after receiving incentive payment and shall expend all funds within 24 months. For FY 2023-24 the spending deadline is June 30, 2025, and for FY 2024-25 the spending deadline is June 30, 2026.
- g. The AGENCY and SUPERINTENDENT are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Contract.
- h. **AGENCY** shall notify all parents and staff of participation in QSSB.
- i. **AGENCY** shall notify their assigned QSSB Coach within 48 hours if the childcare site receives a Substantiated Complaint or Type A deficiency with Community Care Licensing Division during their participation in QSSB. Failure to do so may result in administrative action up to and including contract termination.
- j. **AGENCY** acknowledges and agrees, if their QSSB participant site(s) does not complete or chooses not to participate in any one of the above listed activities, including activities recommended by QSSB staff, QSSB services may be terminated immediately, which will result in the participant losing QSSB site status and site will be ineligible for any further QSSB quality improvement/rating incentives or resources.
- k. The **AGENCY'S** participants must maintain contact with coaches provided by the **SUPERINTENDENT**. Participants must be available for 1-2 visits per month.
- l. The **AGENCY'S** participants must demonstrate commitment to the program by completing all necessary paperwork.
- m. The **AGENCY'S** participants must actively engage in technical assistance/coaching sessions through assessing your strengths, asking questions, sharing pertinent information, reflection, listening, and identifying goals and means to achieve those goals in collaboration with QSSB coach.
- n. The **AGENCY'S** participants must develop a Quality Improvement Plan with QSSB coach and actively strive towards your individualized goals.
- o. The **AGENCY'S** participants must inform QSSB coach of the site's policies and procedures related to site visits.
- p. The **AGENCY'S** participants must advise QSSB coach of any changes (i.e., change in scheduled appointment times, contact information, etc.)
- q. The **AGENCY'S** participants must respond to your coach's inquiries within 5 business days.

4. Duration of Agreement

- b. The term of this Agreement shall be from July 1, 2023 through and including June 30, 2025.
- c. This Agreement may be terminated early by **SUPERINTENDENT** in the event funding is decreased or eliminated.

5. General Conditions

- a. This Agreement may be amended by the mutual agreement of both parties and affixed hereto as an amendment with signatures of both parties.
- b. All **SUPERINTENDENT** and **AGENCY** information shall be maintained with strict confidentiality in accordance with California Code of Regulations, Title 5.
- c. It is understood that each program operates as an individual **AGENCY** and that this Agreement establishes no dual employee relationship.
- d. This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written.
- e. This agreement shall not be assignable except with written consent of parties hereto.
- f. The **AGENCY** and **SUPERINTENDENT** are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Contract.
- g. If **AGENCY** fails to comply with any of the material requirements of this Agreement or any requirements of the California State Department of Education (CDE), **SUPERINTENDENT** shall report such default to CDE. In the event of such default, **SUPERINTENDENT** shall provide written notice to **AGENCY** specifying the default. **AGENCY** shall have five calendar days to cure the default. In the event that default has not been cured, **SUPERINTENDENT** may terminate this agreement.
- h. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach hereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation acceptable to both parties, prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. The parties agree that the proper place of venue shall be in the City of San Bernardino, San Bernardino County, California.
- i. This agreement is contingent upon the California Department of Education's ability to provided funding.

6. Completion of State and Federal Tax Information Forms (United States residents)

- a. All independent contractors doing business with the **SUPERINTENDENT** must complete applicable state and federal tax forms to determine federal and state reporting status. The enclosed Form W-9 must be completed and returned to issue any payments applicable to this Agreement.
 - 1) Sole Proprietors: On Form W-9, enter your individual name as shown on your social security card on the "Name:" line. You must enter your Business, trade, or "doing business as (DBA)" name on the "Business Name" line.
- b. California nonresidents must complete and submit a Form W-9 and Form 590.
 - 1) Form 590: This form is required to determine California Residency. Payments made to California nonresidents, including corporations, limited liability companies and partnerships that do not have a permanent place of business in California, may be subject to a seven percent (7%) state income tax withholding (California Revenue and Taxation Code §18662). Types of income subject to withholding include payments for services performed in California and payments of leases, rents, and royalties for property located in California.
 - 2) Partial or Complete Exemption from California Withholding taxes.
 - a) Form 588 Nonresident Withholding Waiver Request: If you meet the criteria for California withholding, you may apply for a waiver (Form 588) from the State of California through the California Franchise Tax Board. A copy of the approved waiver must be received by the **SUPERINTENDENT** prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.
 - b) Form 587 Nonresident Withholding Allocation Worksheet: If you do not qualify for a waiver from California Withholding (an approved Form 588) and do not have a permanent place of business in the state of California, complete and submit Form 587 to determine if withholding is required on the scope of work for this Agreement.

7. **Hold Harmless**
 The AGENCY agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the SUPERINTENDENT 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 any costs or expenses incurred by the County, except as prohibited by law.
 SUPERINTENDENT agrees to defend, indemnify, and hold harmless the AGENCY, its officers, employees, agents, and volunteers from any and all claims, losses, actions, damages and/or liability arising out of this contract from any cause whatsoever, including any costs or expenses incurred by the AGENCY, except as prohibited by law.
 In the event that the SUPERINTENDENT and/or the AGENCY are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Contract, the AGENCY and/or the SUPERINTENDENT shall indemnify the other to the extent of its comparative fault.
8. 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, the parties have caused this Agreement to be duly executed on the day and year first written above.

**SAN BERNARDINO COUNTY
 SUPERINTENDENT OF SCHOOLS**

**SAN BERNARDINO COUNTY
 PRESCHOOL SERVICES DEPARTMENT**

 Kevin Garcia, Program Manager
 Procurement and Warehouse Services

 Dawn Rowe, Chair
Board of Supervisors, San Bernardino County
 Print Name

Date: _____

Date: _____

QSSB SITE PARTICIPATION LIST
Adelanto Head Start/ State Preschool
Apple Valley Head Start/ State Preschool
Arrowhead Grove Head Start & State Preschool
Baker Family Learning Center Head Start
Barstow Head Start
Boys & Girls Club Head Start Center
Chino Head Start
Crestline Head Start
Cucamonga Head Start
Del Rosa Head Start
Fontana Citrus Head Start
Hesperia Head Start
Highland Head Start
Mill Child Development Center Head Start

Needles Head Start
Ontario Maple Head Start
Redlands Valencia Head Start
Rialto Eucalyptus Head Start
Rialto Renaissance Head Start Center
Rialto Willow Head Start
San Bernardino Parks & Rec Head Start
South Redlands Head Start
Twenty-Nine Palms Head Start
Upland Head Start
Victorville Head Start
Victorville Northgate Head Start
Westminster Head Start
Yucaipa Head Start
Yucca Valley Head Start