



Contract Number

SAP Number

Preschool Services Department

Department Contract Representative	N. Michelle Petersen
Telephone Number	909-386-8369
Email Address	nancy.petersen@hss.sbcounty.gov or hsasdcontractsunit@hss.sbcounty.gov
Contractor	Inland Counties Regional Center, Inc. dba Inland Regional Center
Contractor Representative	Edyth Gallardo
Telephone Number	909-890-4768
Email Address	egallardo@inlandrc.org
Contract Term	October 27, 2024, through October 31, 2029
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	5911012220
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County desires to designate a contractor of choice to Inland Counties Regional Center dba Inland Regional Center, as further described in a statement of work (the "Services"); and

WHEREAS, based upon and in reliance on the representations of Inland Counties Regional Center dba Inland Regional Center (IRC), the County finds Contractor qualified to provide disability services for eligible Early Head Start infants and toddlers; 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:

A. PURPOSE

Purpose of this Memorandum of Understanding (MOU) is to improve the coordination of services for children from birth to thirty-six (36) months, with or at risk for disabilities and their families by establishing a common set of working guidelines and procedures to support positive collaboration between San Bernardino County Preschool Services Department (SB-PSD) program and Inland Counties Regional Center, Inc. d/b/a Inland Regional Center (IRC).

The MOU is designed to:

1. Promote sharing information and provision of services collaborative.
2. Provide quality intervention services to children with disabilities.
3. Clarify the role and responsibilities of both programs when jointly servicing children and families.

B. PROGRAM OVERVIEW

San Bernardino County Preschool Services Department (SB-PSD) will provide age appropriate early intervention services in home or in a center based setting as required on the Infant/Toddler Individual Family Service (IFSP). Early Head Start (EHS) performance standards require programs to make available ten (10%) of their opportunity to infants and toddlers with disabilities and their families.

C. MUTUAL POINTS OF AGREEMENT:

1. SB-PSD agrees to comply with all statues and regulations applicable to designated programs, which include but is not limited to those pertaining to the child find and referrals; evaluations determination and assessment, IFSP, service delivery and coordination, and transition planning.
2. Encourage a representative from each agency (SB-PSD and IRC) to attend one another's council meetings.
3. SB-PSD will conduct child fund public awareness activities that address California's cultural and linguistic diversity.
4. The Disability/Mental Health Coordinator will keep current and knowledgeable about IRC services system and referral process.
5. Referrals from IRC to SB-PSD-EHS will be directed to the Disability/Mental Health Coordinator.
6. IRC and SB-PSD-EHS will share relevant information such as: current contacts and intake information with consent of parent/guardian, timely sharing of the infant/toddler's medical and developmental history; age appropriate assessment.
7. SB-PSD-EHS will provide services to IRC clients who qualify for intervention services of children from birth to thirty-six (36) months of age.
8. SB-PSD-EHS will inform IRC when there is an opening in the program for prenatal women or children birth to thirty-six (36) months. When SB-PSD-EHS receives a referral from IRC, the child's family information will be directed to the Disability/Mental Health Coordinator.
9. The Disability/Mental Health Coordinator and Infant Service Coordinator will schedule a joint visit with the family and child. The purpose for the inter-disciplinary team joint visit is to obtain information on the child and to do a developmental assessment to determine the current needs of the child and parent.
10. The Disability/Mental Health can provide feedback during the six (6) month updates and the annual review. A copy of all information will be given to the parents and Infant Service Coordinator. The family and teachers/Home Educator will be involved in the assessment process. Their information is an intricate part of the Early Head Start Program.

D. INDIVIDUAL FAMILY SERVICE PLAN (IFSP)

1. The family, Disability/Mental Health Coordinator, Teachers/Home Educators and Infant Service Coordinator will participate in the development of the IFSP.
2. IRC will provide specialized instruction services as indicated on the IFSP. These services will promote parent participation and education. PSD will support the provision of these services.
3. IRC will provide a copy to SB-PSD-EHS Disability/Mental Health Coordinator at the time of the IFSP. Some circumstances may prevent this from occurring. In these cases, the IRC will mail or fax a copy of the IFSP to the SB-PSD-EHS Disability/Mental Health Coordinator.

E. SERVICE DELIVERY AND COORDINATION:

1. SB-PSD-EHS and IRC Service Coordinator will work together to ensure quality services for qualifying children and their families.
2. SB-PSD-EHS will provide parents with resources to community services that effectively support the needs of individual children and families.
3. SB-PSD-EHS will provide Early Intervention, direct services in the family's natural environment such as everyday routines, relationships, activities, places and partnerships appropriate to the unique needs of the child and family. SB-PSD-EHS is currently providing a center-base program.
4. SB-PSD-EHS will ensure that the child's primary caregiver will be involved in planning goals and activities for their child. Also, ensure that the Parents will have the opportunity to participate in parent Home Base socialization meetings, and Center Base parent meetings.
5. SB-PSD-EHS and IRC will participate in sharing assessment information with family/parent/guardian consent.
6. With parent consent, SB-PSD-EHS will encourage direct communication between SB-PSD-EHS and other service providers when needed.
7. SB-PSD-EHS Disability/Mental Health Coordinator will plan for continuation of services regardless of the time of year, including when a family transfers from IRC and/ or Early Head Start service area.

F. PERSONAL DEVELOPMENT

1. SB-PSD-EHS will address request for technical assistance.
2. SB-PSD-EHS will provide training and technical assistance for staff members to develop understanding of children and families who are served by both entities.
3. SB-PSD-EHS will disseminate information about Early Head Start and our program at respective conferences and training events.
4. SB-PSD-EHS will coordinate trainings and technical assistance on topics of shared relevance, including, but not limited to: respective program characteristics; evaluations, assessments and eligibility determination; service delivery and coordination; transition; dispute resolution; and procedural safeguards.
5. SB-PSD-EHS Disability/Mental Health Coordinator will connect with IRC for staff trainings opportunities.
6. SB-PSD-EHS will be placed on the mailing list with the IRC in order to receive updated information in community functions. SB-PSD-EHS will supply IRC and local education agencies with recruitment flyers, pre-application and information on upcoming events.

G. RESOLUTION:

1. SB-PSD-EHS Disability/Mental Health Coordinator will collaborate with IRC Unit Manager to resolve any conflicts or disputes that may arise.

2. If the dispute cannot be resolved with the assistance of the IRC Unit Manager, SB-PSD-EHS will document the issues under dispute from their perspective, as well as the efforts made to resolve the issue at local level through the normal channels. The issue will be brought to the attention of SB-PSD-EHS director.

H. PROCEDURE SAFEGUARDS:

1. SB-PSD-EHS will have families sign 'Consent to Assessment' Forms.
2. SB-PSD-EHS will help families understand their rights, protection and responsibilities.
3. SB-PSD-EHS Disability/Mental Health Coordinator will work with families and IRC Infant Services Coordinator regarding any complaints filed by the parent/guardian, organizations or individuals regarding early intervention services.

I. ADMINISTRATION AND MONITORING:

1. SB-PSD-EHS Disability/Mental Health Coordinator agrees to collaborate with IRC when applicable.
2. The Disability/Mental Health Coordinator will represent SB-PSD-EHS at the IRC council meeting when appropriate.

J. REVIEW AGREEMENT:

The Disability/Mental Health Coordinator will meet with IRC Unit Manager when needed to review the following:

1. The effectiveness of the interagency and revise/address any understanding policy issues between the agencies.
2. Establishing a direction and priorities for ongoing collaboration efforts between the agencies.

K. TERM:

This Memorandum of Understanding is valid for the period of October 27, 2024 through October 31, 2029, but may be terminated earlier by an authorized representative of (SB-PSD) – Early Head Start and/or Inland Regional Center will submit written notification of program termination by either party.

L. CONCLUSION:

1. This MOU, consisting of five (5) pages, is the full and complete document describing services to be rendered by the parties, including all covenants, conditions, and benefits.
2. This MOU may be modified only by a written amendment signed by authorized representatives of both Parties.
3. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
4. This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU 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

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

INLAND REGIONAL CENTER

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

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

Name Felipe Garcia
(Print or type name of person signing contract)

Title Director of Children Services
(Print or Type)

Dated: _____

Address 1365 S. Waterman Avenue

San Bernardino, CA 92408

Email
Address fgarcia@inlandrc.org

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Adam Ebright, Deputy County Counsel	► _____ Patty Steven, Contracts Manager	► _____ Arlene Molina, Assistant Director Preschool Services Department
Date _____	Date _____	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**

Inland Regional Center

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

Inland Regional Center

ORGANIZATION



Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Inland Counties Regional Center Inc, dba Inland Regional Center
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

10/3/2024
Date

Felipe Garcia
Print Name

Inland Counties Regional Center, Inc.
Print Entity Name, if applicable