



Quality Start San Bernardino

Quality Counts California-Impact Contract for Participation

This CONTRACT effective the 1st day of July 2024 by and between the Child Care Resource Center, herein after referred to as “**CCRC**”, and San Bernardino County, Preschool Services Department herein after referred to as “**AGENCY**” becomes effective on the day executed by both parties.

RECITALS

WHEREAS, **CCRC** is the administrative agent for quality improvement activities and incentives, as well as administering the database for QSSB; and

WHEREAS, the California Department of Social Services (CDSS) and First 5 California is providing funding to develop and maintain the Quality Counts California and IMPACT Program Grants

WHEREAS, an Operational Leadership Team was developed to include First 5 San Bernardino, San Bernardino County Superintendent of Schools, Cal State University San Bernardino, and **CCRC**; and

WHEREAS, First 5 San Bernardino coordinated and organized 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, First 5 San Bernardino partnered with San Bernardino County Superintendent of Schools (SBCSS) and who together serve as the fiscal agents for the funding sources that contribute to QSSB; and

WHEREAS, **AGENCY** provides childcare and development services to children and families within San Bernardino County and participates in the QSSB program; and

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

1. QSSB Program Description

- a. The funding for QSSB shall only be used to supplement, and not replace, existing efforts and investments to improve qualified childcare programs and staff at the local level. Funding will be allocated to meet the requirements of the two funded programs supporting QSSB. The two funded programs are:
 - I. First 5 California IMPACT Legacy Grant
 - II. QCC Block Grant
- b. Provide a system focused on improving the quality of childcare and development programs and staff participating in the program. This system has been developed within the California Race To the Top Early Learning Challenge (RTT-ELC) Grant continuous quality improvement framework and includes:
 - I. Quality Improvement (QI) activities and resources



- II. Quality Improvement incentive awards to address focus areas of each participant's Quality Improvement Plan (QIP)
- III. Access to QCC Workforce and Development Pathways Grant – Educational/professional development stipends for providers and teachers

2. Responsibilities of CCRC

- a. **CCRC** is responsible for administering the quality improvement component of 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. **CCRC** will assign Coaches who will develop a QIP with each participating site upon full enrollment into QSSB.
- c. **CCRC** Coaches, in conjunction with the QSSB Operational Leadership Team shall monitor the participation and quality improvement of each participant.
- d. Based on the QI needs of each Agency, the participant site will be eligible for QI funds to help provide improvement(s) in areas specific to their facility, program, staff, etc. These QI funds will be awarded based on quality improvement priorities outlined in the QIP and up to the amount outlined in each program year's incentive structure.
- e. **CCRC** will provide each Agency with a fiscal contact person to facilitate the distribution of QSSB Improvement/Incentive Awards earned in the program year.
- f. **CCRC** is responsible for the QSSB database and the day-to-day evaluation of QSSB. This will include providing database access, training, and technical assistance to all participating sites and staff.
- g. **CCRC** Coaches will assist participating sites and staff, as applicable, with enrollment in the California Early Care and Education Workforce Registry. This will also include support in-setting up their site's Program Registry ID.

3. Responsibilities of AGENCY

- a. Applicable agencies must have a current California Department of Social Services Community Care License in good standing, be a legally licensed exempt childcare and development program, or an applicable alternative setting site to participate in the QSSB program. Good Standing: a licensed childcare center or family childcare home that currently does not have any of the following:
 - I. A non-compliance conference.
 - II. An administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken).
 - III. A probationary license.



Substantiated violations of type A will be reviewed on a case-by-case basis. Site may be required to submit the plan of correction submitted to licensing for review. If a site license is changed to anything other than in good standing, the QSSB services to the site may be suspended immediately and the program may no longer receive site-level quality improvement resources including, financial incentives, technical assistance, coaching, and on-site training.

- b. **AGENCY** must cooperate with the operational partners supporting the QSSB program as indicated in this contract and the Coaching Agreement (Attachment A).
 - I. **AGENCY** agrees to cooperate with their CCRC professional development coach as indicated in the Coaching Agreement (Attachment A).
 - II. As outlined in the Coaching agreement, information obtained through your participation in the QSSB program may be used by representatives of QSSB, independent auditors, or others as necessary for evaluation and administration and to secure ongoing funding of the program. As a participant, you grant QSSB permission to use photographs and/or video recording to promote QSSB. Images/video may be used in print, online publications, presentations, websites, social media, training and professional development purposes, and other ventures at QSSB's discretion. No royalty fee or other compensation shall become payable to participants by reason of such use. Your individual information will remain confidential and will not be published.
 - III. **AGENCY** agrees to participate in the development of the QIP with their assigned professional development coach.
 - IV. **AGENCY** agrees their QSSB sites will participate in professional development activities and trainings offered by QSSB and others, which may include topics such as child development, curriculum, assessments, etc.
 - V. If applicable, **AGENCY** shall allow QSSB funded assessors to observe, and score participating classrooms/FCC homes and allow results of CLASS or other assessment tools to be shared with the assigned QSSB Staff.
 - VI. **AGENCY** will ensure that site administrators, directors, and lead teacher, maintain a complete profile in the California Early Care and Education Workforce Registry, which includes the submission of qualification documentation and verification of current employment. These requirements are also applicable to FCC owner/operators.
 - VII. **AGENCY** will ensure that each site has a California Early Care and Education Workforce Registry Program ID. This requirement is also applicable to FCC owners/operators.
- c. **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.
- d. **AGENCY** shall assign a QSSB fiscal contact person to work directly with CCRC to facilitate the distribution of QSSB Improvement/Incentive Awards earned in the program year.
- e. **AGENCY** shall notify all parents and staff of participation in QSSB.



- f. **AGENCY** shall notify their assigned QSSB Coach within 3 business days 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.
- g. Information obtained through **AGENCY's** participation in the Quality Start San Bernardino County program may be used by representatives of Quality Start San Bernardino County, independent auditors, or others as necessary for evaluation and administration and to secure ongoing funding of the program. As a participant, you grant QSSB permission to use photographs and/or video recording to promote QSSB. Images/video may be used in print, online publications, presentations, websites, social media, training and professional development purposes, and other ventures at QSSB's discretion. No royalty fee or other compensation shall become payable to participants by reason of such use. Your individual information will remain confidential and will not be published.
- h. **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.

4. Confidentiality Requirements

- a. **AGENCY** acknowledges and agrees that, in the course of its activities associated with QSSB, staff may receive or have access to personal and confidential information. **AGENCY** agrees to comply with all State and Federal Laws and Guidelines in the collection, receipt, transmission, storage, disposal, use and disclosure of personal information. **AGENCY** agrees to the following statement of confidentiality: The use or disclosure of information about children and/or their families will be limited to purposes directly connected with the administration of QSSB.
- b. **AGENCY** will implement administrative and physical safeguards to protect data that is collected and stored in any electronic data system. Electronic data systems used for QSSB adhere to basic standards for managing passwords and include requiring users to change their password at set intervals, requiring a minimum number of characters in a password, and prohibiting the reuse of passwords.
- c. **AGENCY** agrees to follow best practices to prevent unauthorized access to electronic data systems. At a minimum, **AGENCY's** safeguards for the protection of personal information will include: 1) limiting access of personal information to authorized persons; 2) securing facilities, paper files, computers, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; 3) using security features available in computers, mobile devices, applications, and the electronic data system; 4) using security passwords and encryption on wireless networks; and, 5) limiting storage of personal information to approved electronic data systems.
- d. At any time during the term of this Contract at **CCRC's** request or upon the termination or expiration of this Agreement for any reason, **AGENCY** shall surrender access to all program electronic data systems.
- e. **AGENCY** agrees to notify **CCRC** of a security breach or unauthorized access to electronic data systems as soon as practicable, but no later than forty-eight (48) hours after **AGENCY** becomes aware of it. **AGENCY** agrees to immediately remedy any security breach and prevent any further security breach in accordance with applicable privacy rights, laws, regulations, and standards.



5. Fiscal Provisions

- a. **AGENCY** will receive a minimum payment of \$500 for each participating site. Currently there are two participating PSD sites, for a total minimum contract amount of \$1,000 per year.
- b. CCRC will issue payments via direct deposit. A direct deposit form must be completed to facilitate payment. This form will be sent under separate e-mail cover from Chantia Hollingsworth at chollingsworth@ccrcca.org.
- c. **AGENCY** will receive payment for all incentive awards earned from **AGENCY**'s participating sites no later than 30 days after program year end date.
- d. 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.
- e. If applicable, **AGENCY** shall provide documentation supporting the use of quality improvement funds, to CCRC within 30 days of program year end.

6. Duration of Contract

- a. This Contract shall be in effect **July 1, 2024**, through and including **June 30, 2027**, but may be terminated earlier in accordance with the early termination provisions of this section. This Contract may be extended for two (2) additional one-year periods upon written agreement of both parties, unless terminated earlier under the early termination provisions of this section
- b. This Contract may be terminated immediately upon notification by CCRC in the event funding is decreased or eliminated. All payments due to participants prior to notification date will be paid.
- c. This Contract may be terminated without cause upon thirty (30) days written notice by either party. PSD's Director is authorized to exercise PSD's rights with respect to any termination of this Contract. The PSD Director, or his/her appointed designee, has authority to terminate this Contract on behalf of PSD.
- d. PSD will only be reimbursed for costs and uncanceled obligations incurred prior to the date of termination. PSD will not be reimbursed for costs incurred after the date of termination.

7. General Conditions

- a. This Contract may be amended by the mutual agreement of both parties and affixed hereto as an amendment with signatures of both parties.
- b. All **CCRC** and **AGENCY** information shall be maintained with strict confidentiality in accordance with applicable federal laws.
- c. It is understood that each of the parties hereto operates as an individual **AGENCY** and that this Contract establishes no dual employee relationship.
- d. This Contract constitutes the entire agreement between the parties, supersedes all prior contracts, oral or written, and may be modified or extended by mutual agreement of both/all parties and affixed hereto as an amendment with signatures of both/all parties.
- e. This Contract shall not be assignable except with written consent of the parties hereto.
- f. Claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract 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.

- g. **AGENCY** shall comply with all federal, state, and local laws and ordinances applicable to such work. **AGENCY** shall provide workers' compensation insurance for all its employees.
- h. Information obtained through your participation in the QSSB program may be used by representatives of QSSB, independent auditors, or others as necessary for evaluation and administration and to secure ongoing funding of the program. Furthermore, you grant QSSB permission to use your photograph, quote, testimonial, and/or video in any QSSB and/or **CCRC** publication, marketing, or advertising materials. If you do not want pictures of you used, you can request to opt out.
- i. If **AGENCY** fails to comply with any of the material requirements of this Contract or any requirements of the QSSB Site Participant Contract, **CCRC** shall report such default to First 5 San Bernardino. In the event of such default, **CCRC** shall provide written notice to **AGENCY** specifying the default. **AGENCY** shall have five calendar days to cure the default. If default has not been cured, **CCRC** may terminate this agreement.
- j. The **AGENCY** and **CCRC** 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

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

- a. All independent contractors doing business with **CCRC** must complete applicable state and federal tax forms to determine federal and state reporting status. The enclosed Form W-9 (Attachment C) must be completed and returned to issue any payments applicable to this Agreement.
 - I. 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
 - I. 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.
- c. Partial or complete exemption from California Withholding taxes.
 - I. 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 **CCRC** prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.



- II. 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.

9. Hold Harmless

- a. **CCRC** and **AGENCY** (each, an "indemnifying party") each agree to indemnify, defend and hold harmless each of the other parties (each, an "indemnified party"), and their respective officers, employees, agents and volunteers from any and all claims, losses, actions, damages and/or liability arising out of any negligent act or omission of the indemnifying party, its officers, employees, agents or volunteers in connection with this Contract, including all reasonable costs and expenses incurred by the indemnified party, except as prohibited by law.
- b. In the event that an indemnified party is determined to be comparatively at fault for any claim, action, loss or damage that results from such indemnified party's obligations under this Contract, such indemnified party shall indemnify the other to the extent of its comparative fault.
- c. The above indemnification provisions shall not be limited to the availability or collectability of insurance proceeds.

10. Grievances

- a. Should the **AGENCY** wish to submit any complaints and/or concerns, the **AGENCY** agrees to abide to the following resolution process:
 - I. The **AGENCY** agrees to work closely with assigned **CCRC** staff and follow the chain of command to resolve any complaints and/or concerns regarding this Agreement.
 - II. The chain of command shall be:
 - 1) Professional Development Coach
 - 2) Supervisor
 - 3) Manager
 - 4) Director of Strategic Engagement, Inland Empire
- b. **CCRC** staff will make every effort to resolve the complaint and/or concern with all parties involved to ensure all complaints and/or concerns are addressed in a professional and timely manner. When a signed written complaint and/or concern is received, appropriate staff members will conduct a thorough investigation of the complaint and/or concern, at the lowest level possible, which may include a meeting with the complainant. Complaints and/or concerns will be resolved within 15 days of receipt of the written complaint and/or concern and a written response will be sent by the designated **CCRC** staff to the complainant. A copy of the written response will be kept in the **AGENCY** and/or provider file.



c. This written response will clearly state that either:

- I. The investigation did not find the alleged misconduct occurred and/or that the complaint has no merit or,
- II. The complaint has merit, and, in this case, the written response will also include a plan of corrective action. Such plan shall be followed and implemented in a prompt manner by the parties involved.

11. Notice

a. Notice regarding termination of default shall be provided in written form by way of first-class postage prepaid mail to the following:

If to CCRC:

Child Care Resource Center
Attn: James Moses, Regional Director
On behalf of Dr. Michael Olenick

1111 E. Mill Street, Suite 100
San Bernardino, CA 92404

Phone: 909-384-8031
818-717-1000

Email: jmoses@ccrcca.org or
communications@ccrcca.org

If to AGENCY:

Preschool Services Department
ATTN: Contracts Unit
and

HS Administration
ATTN: Contracts Unit
662 S. Tippecanoe Ave
San Bernardino, CA 92415

and
150 S. Lena Road
San Bernardino, CA 92415
Phone: 909-383-2078 Renee Linares

Phone: 909-388-0360 HS Administration, Contracts Unit
renee.linares@psd.sbcounty.gov and
HSASDCONTRACTSUNIT@hss.sbcounty.gov



- b. 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 Contract to be duly executed on the day and year first written above.

CHILD CARE RESOURCE CENTER

Signed by:

James Moses

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James Moses, Regional Director
On behalf of Dr. Michael Olenick

**SAN BERNARDINO COUNTY
PRESCHOOL SERVICES DEPARTMENT**

Dawn Rowe, Chair
Board of Supervisors, San Bernardino County

Date: 5/6/2025

Date: _____