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Contract Number

21-419

SAP Number

4400017237

Probation Department

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	Thrive Academics, Inc.
Contractor Representative	Brandon Edwards, Ed.D.
Telephone Number	(818) 927-2703
Contract Term	July 1, 2021 through June 30, 2024
Original Contract Amount	\$800,000 Aggregate
Amendment Amount	N/A
Total Contract Amount	\$800,000 Aggregate
Cost Center	4821001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("County"), desires to provide Tutoring Services ("Tutoring Services" or "Services") for Probation clients; and

WHEREAS, County has been allocated funds by the State Juvenile Justice Crime Prevention Act to provide such Services; and

WHEREAS, County finds Thrive Academics, Inc., hereafter referred to as "Contractor", qualified to provide Tutoring Services; and

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

NOW THEREFORE, County and Contractor (collectively, the "Parties") mutually agree to the following terms and conditions:

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ATTACHMENT A – HOURLY RATE AND GEOGRAPHIC REGIONS

ATTACHMENT B – JUVENILE JUSTICE CRIME PREVENTION ACT TUTORING SERVICES COMPLAINT
AND GRIEVANCE PROCEDURE

ATTACHMENT C – SAMPLE STATEMENT OF CONFIDENTIALITY

ATTACHMENT D – ASSURANCE OF COMPLIANCE STATEMENT

I. DEFINITIONS

- A. Assessment – The use of an assessment instrument to measure and determine an individual's educational needs and strengths.
- B. California Board of Education – The governing and policy-determining body of the California Department of Education.
- C. California Commission on Teacher Credentialing (CCTC) – The entity that conducts regulatory and certification activities to ensure that those individuals who educate children in the State of California are academically and professionally prepared.
- D. California Teaching Credential (Teaching Credential) – A credential issued by the CCTC. The credential is necessary in order to be employed by a California Public School.
- E. Contractor Personnel – Contractor Personnel includes all Contractor employees, sub-contractors, consultants, agents, volunteers, interns (paid and unpaid), and volunteers. The terms "Personnel", "Contractor Personnel", "Contractor Employee", and "Contractor Staff" are used interchangeably throughout this Contract.
- F. Education Achievement Plan (EAP) – A written statement of measurable goals and objectives that specifies a reasonable goal anticipated to be achievable within a one-year period with accompanying objectives (milestones) that lead up to the goal. The EAP also specifies the expected criteria for mastery of each objective, and the frequency and type of procedure(s) used to evaluate the student's performance.
- G. Fee for Service – An agreement to pay a specified price for the delivery of Services.
- H. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- I. Juvenile Justice Crime Prevention Act (JJCPA) – Funding received pursuant to the Schiff-Cardenas Crime Prevention Act of 2000 to address juvenile crime prevention and intervention needs within the County (Formerly known as AB 1913).
- J. Probation Department – The Department responsible for protecting the community through Assessment, treatment, and control of adult and juvenile offenders by providing a range of effective services based on legal requirements and recognized professional standards.
- K. Target Population – Youth aged 11-18 years old who are residents of the County, and are either on formal Court Probation for law violations, or are at-risk of developing delinquent behavior. Nomenclature includes youth, minor, offender, gang member, and client. 18-year-old clients or older can be provided tutoring if attending a college course or work readiness program if needed. Target Population also includes Youthful Offenders. The terms "client", "youth", "recipient" and "target population" are used interchangeably throughout this Contract to refer to the Target Population.
- L. Tutoring Services – Educational assistance beyond the normal school curriculum designed to bring students' academic performance up to grade level or to enhance current educational skills. The Tutoring Services include bilingual Tutoring Services, in the following academic areas: math, reading, English, science, language arts, social studies, computer science, and other related subjects including preparation for the High School Proficiency Exam, GED (General Education Development) test, SAT (Scholastic Aptitude Test), and ACT (American College Test).
- M. Youthful Offenders – Youth aged 18 - 23 years old who are residents of the County, and are on formal Adult or Juvenile Probation, or on California Department of Juvenile Justice (DJJ) post discharge (reentry) supervision.

II. CONTRACTOR TUTORING SERVICES RESPONSIBILITIES

Contractor shall:

- A. Be skilled in providing Tutoring Services, including bilingual Tutoring Services, in the following academic areas: math, reading, English, science, language arts, social studies, computer science, and other related subjects including preparation for the High School Proficiency Exam, GED (General Education Development) test, SAT (Scholastic Aptitude Test), and ACT (American College Test).
- B. During extraordinary circumstances (e.g., public health emergency), and with County approval, Tutoring Services may be provided by videoconference, teleconference, or other means that protect the health and safety of all parties involved.
- C. Have at least two (2) years of experience tutoring and/or providing educational assistance to at-risk youth.
- D. Employ tutors who have an active and valid Teaching Credential. A single subject, multiple subject, or education specialist instruction credential is preferred. In the absence of an active and valid Teaching Credential, with County approval, Contractor may employ tutors who:
 - 1. Have a Bachelor's degree or higher; or
 - 2. Are attending a college or university and have at minimum, an Associate's degree.
- E. Provide Tutoring Services to youth referred by Probation. Contractor must receive a **completed and signed** Tutoring Referral Form from Probation before rendering Services. Contractor shall not accept incomplete referrals.
- F. Conduct a pre-Assessment to determine the academic needs of the client. The pre-Assessment shall not exceed two (2) hours.
- G. Conduct a middle-Assessment halfway through the referral expiration date. The middle-Assessment shall not exceed two (2) hours.
- H. Conduct a post-Assessment, as appropriate, to determine the academic progress of the client. Post-Assessment shall not exceed two (2) hours.
- I. Conduct individual tutoring sessions. Each tutoring session shall not exceed two (2) hours in duration. Group tutoring is not permitted in individual tutoring sessions.
- J. Provide Tutoring Services at the following locations: 1) the client's residence, 2) the Contractor's place of business, 3) school, 4) a public facility such as a library, and/or 5) a Probation Day Reporting Center.
- K. For clients under the age of 18, ensure that the client's parent or legal guardian is present at all times when Services are provided in the client's home.
- L. For clients under the age of 18, schedule all Tutoring Services at a time mutually agreeable to the Contractor and the client's parent or legal guardian.
- M. Ensure Tutoring Services provided at the Contractor's place of business or at a public facility are accessible by public transportation.
- N. Provide individual tutoring in a group setting only when facilitated by the Probation Day Reporting Centers such as Education Absence & Support Interventions (EASI), Saturday School, or similar event.
- O. Identify performance objectives, collect data, and report data on program performance and outcomes for each client. Contractor shall complete pre-, middle-, and post-Assessments to track achievement of academic objectives and desired outcomes. Post-Assessments are conducted as appropriate.
- P. Provide Tutoring Services in one or more of the geographic region(s) listed in the Hourly Rate and Geographic Regions attachment (**Attachment A**).

- Q. Devise, in conjunction with Probation, as appropriate, culturally and linguistically sensitive EAPs that will improve the current academic skills of the client.
- R. Be prepared to provide verbal recommendations and routine typewritten reports based on client Assessments and tutoring sessions and provide such information to Probation, when requested, within the time frame specified by the County. These reports shall be developed and provided without additional charge to the County.
- S. Maintain a Case File for each client referred by Probation. Case Files must include, but are not limited to, Tutoring Referral Forms, Assessments (as described in Section II, F-H, above), EAPs, original sign-in sheets (signatures from each client must be collected at each tutoring session), release of information forms, case notes, and work completed by client.
- T. Ensure that all individuals who provide Services under this Contract maintain a current, active, and valid Teaching Credential issued by the CCTC. Contractor shall notify County immediately of any disciplinary action or suspension imposed by any licensing board. In the absence of an active and valid Teaching Credential, with County approval, Contractor may employ tutors who:
 - 1. Have a Bachelor's degree or higher; or
 - 2. Are attending a college or university and have at minimum, an Associate's degree.
- U. Notify the County in writing of any personnel changes within ten (10) business days. Personnel changes include, but are not limited to, termination of employment, new hires, changes in work schedules, and changes in employment classification. For all new hires, Contractor must provide a copy of a current, active, and valid Teaching Credential, if applicable, for the individual and receive approval from the County before the individual can render Tutoring Services under the Contract.
- V. Develop and maintain professional relationships and open communication with County staff and clients referred by Probation.
- W. Ensure that under no circumstances will a client who is referred by Probation and receiving Tutoring Services under the Contract, be required to compensate the Contractor for such Services.
- X. Maintain adequate files and records and meet statistical reporting requirements.
- Y. Continued administration and fiscal capabilities to provide and manage the proposed Tutoring Services and to ensure an adequate audit trail.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and all Contractor Employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. It has not, within a three-year period preceding this Contract, been convicted of or had a judgment rendered against it 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;

3. It is 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 Paragraph (A)(2) herein; and
 4. It has not, within a three-year period preceding this Contract, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. 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 this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies in Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this 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.
- C. Without the prior written consent of the Chief Probation Officer of the Probation Department, this Contract is not assignable by Contractor either in whole or in part.
- D. 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, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino 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 County Board of Supervisors or such member's staff, Chief Executive Officer of the County 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.
- F. If during the course of the administration of this Contract, the County determines that the 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.
- G. 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.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Chief Probation Officer of the Probation Department through the HS Contracts Unit, as provided in Section X of this Contract. The County may withhold such consent in its sole discretion.

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 Paragraph GG of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs BB and CC of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.

- I. Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's Personnel, contractors, subcontractors, Service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that 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.

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 of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. 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 County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor, Contractor Employees or agents of the Contractor. Contractor shall also be responsible for damage caused by its staff to personal property of County employees. 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. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- N. Contractor shall provide a system, approved by the County, through which recipients of Contractor's Services 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 clear view of all recipients.

- O. Contractor will ensure that all Contractor Staff are knowledgeable on the Juvenile Justice Crime Prevention Act (JJCPA) Tutoring Services Complaint and Grievance Procedure (**Attachment B**) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. Contractor shall notify the County of all upcoming meetings of the Contractor's Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors that may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. Contractor shall ensure that all Contractor Employees performing Services under this Contract comply with the items below prior to providing any Services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
 - 1. Read, understand and comply with the Privacy and Security Requirements Summary.
 - 2. Ensure Contractor Employees who have access to personally identifiable information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - 3. Ensure Contractor Employees who have access to PII sign the Confidentiality Statement annually.
 - 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- R. Contractor shall ensure all persons with access to County and/or its security system, computer system, database, digital and/or hardcopy records and files, shall maintain confidentiality around the delivery of Tutoring Services, and have signed a confidentiality agreement, as approved by the County (See Sample Statement of Confidentiality, **Attachment C**).
- S. 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, Contractor shall provide the results of the background check of each Contractor Personnel to the County. Such 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 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 provide Services, and County shall have the right, at its sole option, to refuse access to any Contract Personnel to any County facility.
- T. Personnel employed by Contractor having access to any County property and/or information (digital, and/or hardcopy records and files) shall not be on probation or parole and shall not have a criminal conviction or arrest record unless such record has been fully disclosed and the County's Chief Probation Officer, or Designee, has approved the access of said individual.
- U. Contractor shall be under a continuing obligation to disclose any prior or subsequent criminal arrest or conviction record information regarding any Contractor Employee assigned to any resulting contract or having access to information pertaining to contract administration.
- V. Digital and/or hardcopy records and files shall be stored by Contractor in such a way as to maintain the confidentiality of the information to the extent permitted by law. Such requirement shall remain in effect for the entire time that such records are in the possession of Contractor.

Contractor shall be responsible for obtaining and maintaining such digital and/or hardcopy records and files and make them available to the County upon request.

- W. County shall have the sole discretion to determine security acceptability of all Contractor Personnel at any time while accessing County property during the Contract period. Contractor Personnel shall wear Contractor identification badges while conducting business on County property.
- X. Contractor shall protect from unauthorized use or disclosure of names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. The 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.
- Y. 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 memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- Z. 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) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at 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. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code Section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code Section 1798.155(b).
- AA. 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:
 - 1. Assurance that all Contractor Personnel 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.
 - 2. Development and implementation of procedures for Contractor Personnel 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.
 - 3. Provision for arrangement of training in child abuse reporting laws (Penal Code Section 11164 et seq.) for all Contractor Personnel or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

- BB. 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 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 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 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.

- CC. Contractor shall notify the County of any board member or Contractor Employee who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, board member, or Contractor Employee 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, for other than minor traffic offenses, of any Contractor Employee, when such information becomes known to Contractor.

- DD. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's Personnel, while performing Services for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. 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.

Contractor shall inform all Contractor Personnel that are performing Services for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such Services 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 Personnel are determined by the County not to be in compliance with this paragraph.

- EE. Contractor shall make every reasonable effort to prevent Contractor's Employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.

FF. Contractor shall adhere to the County's Travel Management Policy (08-02 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.

GG. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The 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 indemnitees. The Contractor's 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 the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall 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 2010.1185.
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. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory 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, including endorsements, as required, 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 \$10,000 shall be declared to 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 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 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. 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. 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. The type(s) of insurance required is determined by the scope of the contract services.

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/Employers 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 \$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 non-profit 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. \$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 non-employee 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 or occurrence and two million (\$2,000,000) aggregate limits.

or

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. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage 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.
 - g. Cyber (internet) and Electronic Data Processing (EDP) 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 claims involving 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.
- HH. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- II. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where Services are provided under the terms of this Contract.
- JJ. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, prohibition against Employment Discrimination, Civil Rights Compliance, and Equity Compliance.
 - 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11246, 11375, 11625, 12138, 12432, 12250, 13672; Title VI and Title VII of the Civil Rights Act of 1964; 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; 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.
 - 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any Contractor 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 ("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 shall supply a sample of the Plan format. The Contractor shall 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 D**) annually.

- a. The Contractor shall notify all Contractor Personnel of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs Assessment conducted by the Contractor. [Title 22 CCR 98324].

Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [Title 22 CCR 98370].

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. Contractor shall assess the demographic make-up 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. Contractor 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. Contractor 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. Contractor 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. Contractor shall provide training to enhance its 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.

- KK. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

- LL. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, Section 1401 et seq.).
- MM. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), Section 508 of the Clean Water Act (33 U.S.C. Section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. part 32).
- NN. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer 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. Contractor is 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 used in the provision of Services to the County, utilizing a County approved form.
- OO. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- PP. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract's effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in Services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 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.
- QQ. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the Chief Probation Officer of the Probation Department or their designee, and shall include County approved branding.
- RR. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Refer clients during Contractor's normal business hours.
- B. Determine the clients' need for Services.
- C. Specify desired educational objectives in congruence with the clients' case plan.
- D. Complete the Tutoring Referral Form.
- E. Fax/Scan/Mail the completed and signed Tutoring Referral Form to the Contractor within three (3) business days of the date of referral.
- F. Designate an individual to serve as a primary point of contact for this Contract.
- G. Develop and maintain professional relationships and open communication with Contractor.
- H. Monitor and evaluate the performance of Contractor in meeting the terms of the Contract. This shall include, but is not limited to, service quality and effectiveness.

- I. Provide consultation and technical assistance as needed.
- J. Inform Contractor of any changes in the Tutoring Services program that may affect the delivery of Services
- K. Consult and work collaboratively with the Contractor to secure required reports and statistical data.
- L. Compensate Contractor for the provision of Tutoring Services in accordance with the provisions of Section V of this Contract.
- M. Not guarantee any referrals and/or clients to the Contractor.

V. FISCAL PROVISIONS

- A. The aggregate amount of payment under this Contract is a combined total for all Tutoring Services provided by all Contractors for these Services, and together shall not exceed \$800,000, or \$266,666 annually, and shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for Contractor's services and expenses incurred in the performance hereof.
- B. Contract is Fee-for-Service. Payment for Services shall be based on the rate identified in the Hourly Rate and Geographic Regions attachment (**Attachment A**). Payment will be made only for Services authorized by Probation and satisfactorily delivered by Contractor. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice, in accordance with E. below, and shall be processed with a net sixty (60) day payment term following approval by County.
- C. Contractor shall not be compensated for missed or cancelled appointments for Tutoring Services.
- D. All travel expenses incurred by Contractor are the responsibility of Contractor.
- E. Contractor shall provide a completed Invoice Packet to the County by the 10th calendar day of each month for clients served during the previous month. The Invoice Packet shall include the Tutoring Referral Form, sign-in sheet, Assessments, and itemized invoice. County will provide Contractor with an individualized Invoice Packet. Late and/or incomplete invoices may result in delayed payment and/or nonpayment for services rendered. Invoices must include client's name, date(s) of service, description of service, and cost of service. All documentation must be legible, complete, and organized.

Invoice Packets are to be mailed to:

County of San Bernardino Probation Department
ATTN: JJCPA Coordinator
175 West Fifth Street, Fourth Floor
San Bernardino, CA 92415-0460

- F. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- G. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- H. 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. Contractor shall not claim reimbursement or payment from County for, or apply sums received from 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.

- I. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor 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.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the 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 \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of 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.
- F. 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.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 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 Code of Federal Regulations (CFR) – 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.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone by contacting Karol Hamman at khamman@hss.sbcounty.gov and (909) 388-0215.
- B. 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.
- C. In the event of a non-cured 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:

1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 2. 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
 3. Withhold funds pending duration of the breach; and/or
 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In 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.
- D. 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.

VIII. TERM

This Contract is effective as of July 1, 2021 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. In addition to the other termination provisions in this Contract, this 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 for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Subject to Section V of this Contract, Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. 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.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Thrive Academics, Inc.
282200 Enderly Street
Canyon Country, CA 91351

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
- B. 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:

1. This Contract;
 2. Attachments to this Contract, as indicated herein; and
 3. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- C. 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.
- D. 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 any 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 to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- E. Time is of the essence in performance of this Contract and each of its provisions. 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.
- F. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- G. 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, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the person(s) authorized to do so on behalf of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- L. 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.
- M. 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 and enforceability of the remaining provisions shall remain in full effect.
- N. 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 proceed herein in connection with defense obligations by Contractor for County.
- O. 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.
- P. 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.

XI. CONCLUSION

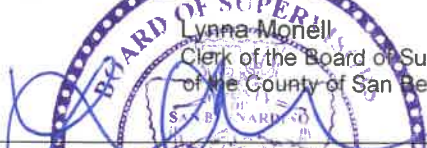
- A. This Contract, consisting of twenty-two (22) pages and Attachments A, B, C, and D, is the full and complete document describing Services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

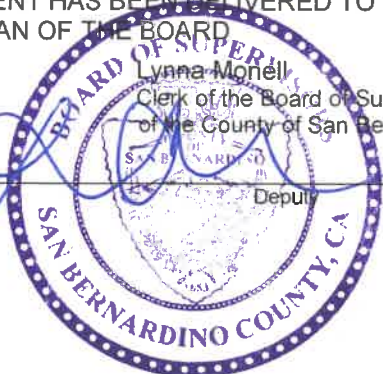
COUNTY OF SAN BERNARDINO

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: **JUN 22 2021**

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

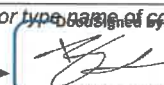
By  Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



THRIVE ACADEMICS, INC.

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

By

► 

(Authorized signature - sign in blue ink)

Name Brandon Edwards, Ed.D.

(Print or type name of person signing contract)

Title President

(Print or Type)

Dated: June 8, 2021

Address 282200 Enderly Street

Canyon Country, CA 91351

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Jamie Ryan, Deputy County Counsel

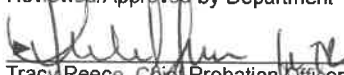
Date June 11, 2021

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► 
Tracy Reece, Chief Probation Officer

Date

HOURLY RATE AND GEOGRAPHIC REGIONS

HOURLY RATE

Service	Tutor	Fee-for-service
Individual Tutoring Session	• With Teaching Credential • Without Teaching Credential	• \$65.00 per hour • \$55.00 per hour
Group Tutoring Session Limited to sessions facilitated by the Probation Day Reporting Centers, such as Education Absence & Support Interventions (EASI), Saturday School, or similar event.	• With Teaching Credential • Without Teaching Credential	• \$65.00 per hour • \$55.00 per hour

GEOGRAPHIC REGIONS:

Region Served	Geographic Regions	Cities (Representative)
X	☒ Central Valley	Bloomington, Colton, Rialto, San Bernardino
X	☒ East Valley	Highland, Redlands, Yucaipa
X	☒ West Valley	Chino, Fontana, Montclair, Ontario, Rancho Cucamonga
X	☒ Eastern Desert	Joshua Tree, Yucca Valley
X	☒ Northern Desert	Adelanto, Apple Valley, Barstow, Hesperia, Lucerne Valley, Victorville, Wrightwood
X	☒ Mountain Communities – East	Big Bear
X	☐ Mountain Communities – West	Crestline, Lake Arrowhead, Running Springs

**Juvenile Justice Crime Prevention Act Tutoring Services
Complaint and Grievance Procedure**

(INSTRUCTIONS: THE PARTICIPANT IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.)

If you believe you have been discriminated against, or 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 licensed individual providing services.

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

- If resolved at this level, no further action is required.
- If licensed individual against whom complaint/grievance is made maintains an individual practice, proceed to Step 3.
- If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to the contractor/service provider at the following address:

Name of Contractor	
Contact Person	
Address	
City, State, Zip Code	

Time frame: Within 1 week of Step 1.

- If resolved at this level, no further action is required.
- If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1 or 2 have been exhausted, forward copy of written grievance to:

JJCPA Program Coordinator

Probation Department

175 West Fifth Street

San Bernardino, CA 92415-0460

You will be contacted within 10 calendar days of any actions being taken. Please note: 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 San Bernardino County Probation Department Juvenile Justice Crime Prevention Act Tutoring Services Complaint and Grievance Procedure.

Signature of Service Recipient

Date

GRIEVANCE NOTICE

Your Name:
Date of Occurrence:
Approximate Time of Occurrence:
Name of Service Provider:
Address of Service Provider:
Nature of Grievance:
Resolution:

Resolved by: _____

Signature

Date

Signature of Participant

Date

SAMPLE STATEMENT OF CONFIDENTIALITY

I _____ do hereby assure that I shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract with San Bernardino County. I shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under the Contract with San Bernardino County even after the termination of the Contract, except as otherwise required by law.

Signature

Date

Name (Printed)

Title

ASSURANCE OF COMPLIANCE STATEMENT

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

Thrive Academics, Inc.

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 Code Section 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations (CCR) Section 98000-98413, Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 729*0-7299.8); 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 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS 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, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 financial assistance; and HEREBY GIVE 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, rules 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 11135-11139.5, 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.

June 8, 2021

DATE

DocuSigned by:



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SIGNATURE

Thrive Academics, Inc.

ORGANIZATION