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Contract Number

25-667

SAP Number

Preschool Services Department

Department Contract Representative
Telephone Number

N. Michelle Petersen
909-386-8369

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

Child Care Resource Center
Aileen Krikorian
818-700-4403, Ext. 6312
July 1, 2025, through June 30, 2030
\$11,222,935
\$11,222,935
591002220
N/A

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, the County conducted a competitive process to find Child Care Resource Center (CCRC) (Contractor) to provide these services, and

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

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

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



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A. DEFINITIONS

1. Active Supervision – A child safety strategy in which staff constantly monitor children's whereabouts and activities. Staff use active supervision strategies to ensure children are supervised and safe as they explore their environments.
2. Administration for Children and Families (ACF) – The federal agency that provides funding and guidelines for the operation of the Head Start program.
3. Ages and Stages Questionnaire Volume 3 (ASQ 3) – A Developmental Screening tool for children ages 4 weeks to 5 ½ years old. ASQ-3 screens and assesses the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, and personal-social skills. It is used to identify children that would benefit from in-depth evaluation for developmental delays.
4. Ages and Stages Questionnaire Social Emotional (ASQ S/E) – Research validated screening system that helps assess children's social emotional development.
5. California Immunization Registry (CAIR2) – A secure, confidential, statewide computerized immunization information system for California residents.
6. Child and Adult Care Food Program (CACFP) – A program administered by the California Department of Education through grants received from the United States Department of Agriculture's Food and Nutrition Services. Meals served are reimbursed at rates based upon a child's eligibility for free or reduced-price meals or snacks. Head Start Program Performance Standards 1302.44(b) requires programs to use funds from the CACFP as the primary source of payment for meal services.
7. Center Based Childcare – Services provided in a physical setting, such as a childcare center or preschool, outside of a child's home.
8. Child Development Specialist – A staff member who supports family childcare providers in implementing Head Start standards and program policies, fostering communication between staff, providers, and enrolled families, and providing recommendations for technical assistance and support to enhance the quality of care.
9. Child Care Resource Center (CCRC) – CCRC has been operating since 1976. CCRC administers a variety of early learning contracts through federal, state, and locally funded grants. CCRC has been a resource to FCC and center based EHS-CCP Providers, providing coaching, mentoring, and referrals, has operated a childcare financial assistance program, making payments to EHS-CCP Providers through state funded subsidy programs, since its inception.
10. ChildPlus – A Database software system utilized to track ACF required children's progress, attendance, health information, family service agreements, and family partnership services.
11. Classroom Assessment Scoring System Infants & Toddlers (CLASS) 2nd Edition – Required by the Head Start Act Section 641A(c)(2)(F), CLASS 2nd Edition is a valid and reliable research-based observational instrument that assesses classroom quality. The assessment is accomplished on three (3) broad domains, which are scored separately, that include a total of ten (10) dimensions of teacher-child interactions that are linked to positive child outcomes.
12. Code of Federal Regulations (CFR) – A codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into fifty (50) titles that represent broad areas subject to Federal regulation. Each volume is updated once each calendar year and is issued on a quarterly basis.
13. Communication Screening – A tool used to identify children that may need an in-depth speech/language assessment and/or speech therapy services. It gives a snapshot of the child's communication skills, and identifies those children that need to be referred to the Local Education Agency (LEA) to determine if they qualify for special education services
14. Contract – The legal agreement between the County and the Contractor.
15. Contract Agency – The vendor(s) selected to enter into a Board of Supervisors approved agreement with the County to provide services pursuant to this contract.

16. Desired Results Developmental Profile (DRDP) – An observation-based assessment tool for children ages three (3) to five (5) years used to determine children’s developmental progress.
17. Early Head Start – Child Care Partnerships Grant (EHS-CCP) – A new competitive grant opportunity to support the partnering of Early Head Start Programs with childcare EHS-CCP Providers.
18. Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA) – Performance standards for determining eligibility, recruiting, selecting, enrolling, and monitoring attendance. Defines how a Head Start program recruits, selects, and enrolls children and families. Programs are responsible for assessing their communities and recruiting children and families who are most in need, including families below the poverty line, children with disabilities, families that are homeless, and pregnant women.
19. Equipment – A capital asset having a life expectancy of one (1) year or more and a per unit cost equal to or greater than the capitalization threshold established by Contractor. Examples include furniture, vehicles, machinery and furnishings.
20. Family Childcare (FCC) – An in-home childcare licensed under Title 22 Regulations with the California Department of Social Services Community Care Licensing Division regularly providing care, protection and supervision of children, in the caregiver's own home, for periods of less than twenty-four (24) hours per day, while the parents or authorized representatives are away.
21. Family Partnership Agreement (FPA) [45 CFR §1302.52(a)-(d)] – A written document that is developed through an interactive process between the support staff and family members to identify family strengths, set goals, and develop a plan to reach those goals.
22. Family Service Assessment (FSA) – A tool used to determine families’ immediate needs, strengths and areas of interest in order to inform practices and make appropriate referrals for assistance.
23. Grant Recipient – A local, public or private agency designated to operate a Head Start program by the Administration for Children and Families, Department of Health and Human Services.
24. Head Start Facility – A facility licensed by the California Department of Social Services Community Care Licensing Division to follow the California Code of Regulations (CCR) Title 5 for Child Care Centers <http://www.cde.ca.gov/sp/cd/lr/> and has at least thirty-five (35) square feet of space per child inside the facility and seventy-five (75) square feet per child outside on the playground.
25. Head Start Program – A comprehensive child development program that serves children ages three (3) to five (5) years and their families.
26. Head Start Program Performance Standards – Rules and regulations governing the federally funded Head Start and Early Head Start Programs.
27. Health History – A tool utilized to communicate all health-related information, needs, and/or concerns.
28. Human Services – San Bernardino County Human Services (HS), 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.
29. Individual Education Plan (IEP) – Head Start Service Plan developed with the family when a determination is made that toddlers ages three (3) to five (5) years need special education and related services; must be developed within 30 days of special needs determination.
30. Individualized Family Service Plan (IFSP) – A written document that outlines the early intervention serviced for infants and toddlers with developmental delays or disabilities and their families.
31. Inland Regional Center (IRC) – A non-profit agency in California that provides case management and service coordination for people with developmental disabilities, including intellectual disabilities, autism, cerebral palsy, and epilepsy.

32. Life Skills Progression (LSP) – An outcome measurement instrument designed for use by programs serving low-income parents of children ages zero (0) to three (3) years, but it can extend to age 60 months. There are 43 parent and child scales, which describe a spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.
33. LiveScan – A background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints which is automatically transferred, along with personal description information, to the Department of Justice central computer sites.
34. Local Education Agency (LEA) – An entity which operates a local public primary school or provides government services to schools within a local area.
35. Meals – An occasion that occurs several times a day when food is provided to children. Head Start Performance Standards and CACFP Regulations require that children be provided with breakfast, lunch, and snack, as appropriate. Meals must comply with both sets of guidelines and must be low in fat, salt, and sugar content. Culturally diverse food must be included a minimum of once per month.
36. Non-Corporal Punishment Policy – A PSD Internal policy prohibiting corporal punishment and other humiliating or frightening techniques. Constructive methods are used in maintaining group control and handling individual behavior.
37. Mentor Coach – PSD Staff who monitor program compliance, develop and facilitate workshops, and training for staff and parents and identify the needs of enrolled children and their families.
38. Non-Federal Share – A contribution of services, goods, or cash expended for an allowable Head Start program cost. Non-Federal Share must be verifiable from a Contractor's records, must not be used as a match for any other federally funded program, must be allowable under applicable cost principles, and must not be funds received under any other federal program.
39. Parent Committee – A committee at each Contractor's Head Start site that is composed one hundred (100%) percent of parents of enrolled children.
40. Parent Involvement – Parents of enrolled children are encouraged to become involved in the program as volunteers and decision-makers.
41. Policy Council – A group composed of elected representatives from each Head Start site in the County, including parents, contractors, Delegate Agencies, and community representatives. For sites offering Head Start and Early Head Start services, one (1) parent must be elected to represent each program.
42. Preschool Services Department (PSD) – A department of San Bernardino County that its primary function is to provide subsidized childcare and educational instruction for children ages zero (0) to five (5) years from low-income families. As well as the administration of the federally funded Head Start, Early Head Start, State Preschool Programs and Home-Based Services at sites throughout the County. Since 1999, PSD has provided these programs through a combination of direct and contracted services.
43. Professional Development Coach – CCRC Staff who support providers participating in the EHS-CCP Program. The coaches are responsible for ensuring that high quality comprehensive early childhood services are provided to all enrolled children and families.
44. Program Generalist – Staff who determine eligibility for various early childhood education program and identify and provide appropriate resources and/or referrals for the needs of children and their families.
45. Program Information Report (PIR) – A Head Start Program report that collects comprehensive data on the services, staff, children, and families served by Head Start and Early Head Start programs nationwide.

46. Program Monitoring – An ongoing monitoring system for program operations, an annual program self-assessment, and a system for gathering and analyzing data on progress made by children during their participation in the program, that is required by Head Start Program Performance Standards.
47. Provider – The Center-Based childcare facility or the FCC that CCRC subcontracts with.
48. Registered Dietitian (RD) – A healthcare professional with expertise in nutrition who has met specific educational and professional requirements.
49. Self-Assessment – PSD shall conduct an annual assessment of the program. A team is identified to evaluate and assess the program using the current Head Start Monitoring Protocol.
50. Services – The required services described in this Contract.
51. Service Area Plan – The Goals set by PSD, based upon data received from the community and program assessments, including a detailed description of how an agency will implement activities and how objectives will be achieved.
52. School Readiness Goals – A Child's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten.
53. Site Locations – The physical place where the Contractor will be providing the contracted services.
54. Subcontractor- A person or business that contracts to provide some service necessary for the performance of another's contract.
55. Training and Technical Assistance (T & TA) – A system to support program staff in bringing best practices into agency systems and services to promote continuous program improvement.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Comply with Head Start Program Performance Standards [45 CFR §1301, et seq.]. The program shall be conducted in compliance with Head Start Program funding sources' guidelines and requirements, Community Care Licensing Regulations (CCR Title 22), approved Program Budget (Attachment A), all County requirements and directives, and any special conditions that may from time to time be requested, in a satisfactory manner.
2. Ensure FCC EHS-CCP Providers and/or center-based childcare EHS-CCP Providers perform all activities for the EHS-CCP Program, as approved in the ACF grants to the County, in accordance with the Federal Performance Standards, and/or Community Care Licensing regulations (CCR Title 22), in a satisfactory manner, for the designated service areas below:
 - a. 130 infants and toddlers throughout the High Desert and San Bernardino Valley areas.
3. Ensure the needs of working families are met by providing no less than 1,380 hours of service per year to children and their families. Service hours are considered direct services to children and do not include home visits, parent-teacher conferences, or professional development days.
4. Ensure performance ratio meets the following requirements:
 - a. Center-Based – Classes must have two (2) qualified teachers with no more than eight (8) children or three (3) qualified teachers with no more than nine (9) children. Each teacher must be assigned consistent, primary responsibilities for no more than four (4) children to promote continuity of care for individual children.
 - b. FCC provider's own children under the age of ten are present, they must be included in the group size.

- c. When there is one (1) FCC provider, the maximum group size is six (6) children and no more than two (2) of the six (6) may be under twenty-four (24) months of age. When there is a provider and an assistant, the maximum group size is twelve (12) children with no more than four (4) of the twelve (12) children under twenty-four (24) months of age. One (1) FCC provider may care for up to four (4) children younger than thirty-six (36) months of age with a maximum group size of four (4) children, and no more than two (2) of the four (4) children may be under eighteen (18) months of age. The program must maintain an appropriate ratio during all hours of program operation. A program must ensure providers have systems to ensure the safety of any child not within view for any period.
5. Notify PSD within one (1) hour of any safety issues (e.g., lack of running water, lack of electricity, etc.) that may result in a temporary closure of either site. If the Contractor must permanently close a classroom, contractor shall notify PSD of closure within twenty-four (24) hours of permanent closure.
6. Ensure Children and families currently being served in Contractor's subsidy programs are identified for potential eligibility in the EHS-CCP program. Enroll children in the EHS-CCP program as appropriate.
7. Evaluate and determine initial eligibility for the EHS-CCP program for families referred by PSD.
8. Make continuous recruitment efforts are made to identify potentially qualified families to participate in the EHS-CCP program and meet the enrollment requirements of the grant.
9. Ensure eligible families are referred to participating EHS-CCP program FCC Providers or childcare centers in a location that meets the needs of each family.
10. Maintain family files for continued eligibility.
11. Ensure monthly payments to EHS-CCP Providers are made based on eligibility in EHS-CCP.
12. Ensure PSD is notified regarding enrollment and specific eligibility changes in the event of an eligibility change that affects the EHS-CCP enrollment needs. PSD shall be notified within forty-eight (48) hours of any vacancy that needs to be filled to maintain full enrollment in the EHS-CCP program.
13. Ensure FCC EHS-CCP Providers/childcare centers are recruited to participate in the EHS-CCP program.
14. Ensure FCC providers have previous early childcare experience and, at a minimum, are enrolled in an FCC CDA program or state equivalent, or an associate or baccalaureate degree program in child development or early childhood education prior to beginning services, and the credential or certification must be acquired within eighteen (18) months of beginning to provide services. (45 CFR §1302.91(e)(4)(i))
15. Ensure that child development specialists, as required for FCC in §1302.23(e), must have at a minimum, a baccalaureate degree in child development, early childhood education, or a related field. (45 CFR §1302.91(e)(4)(ii)).
16. Ensure that Professional Development Coaches will provide instructional support, mentoring, and coaching to EHS-CCP Providers.
17. Ensure coaching/mentoring plans will be created and administered for a total of 720 hours of in-person coaching to occur per program year. Coaching/mentoring/training sessions using any virtual platforms, or telephonic devices are not to be utilized. Said coaching includes bi-weekly, face-to-face coaching and mentoring for all participating FCC providers or childcare centers to meet the EHS-CCP requirements and provide guidance for continuous improvement of the quality standards. These coaching opportunities include creating successful environments and positive teacher child interactions to promote growth and development in children; implementation of the evidence-based curriculum; developing effective lesson plans; conducting quality child observations to inform developmental assessments and generating required reports.
18. Ensure EHS-CCP Providers are trained in the curriculum, either Creative Curriculum for Infants, Toddlers, and Two's, and the Creative Curriculum for Preschool.

19. Ensure all training and/or mentoring documentation includes, but is not limited to, sign-in sheets with names of attendees, date of training, duration of training, and copy of training materials. All professional development training and attendance shall be documented in the electronic record keeping system.
20. Coordinate with PSD for comprehensive services to children and families in the EHS-CCP
21. Report program outcomes related to the following requirements:
 - a. Providers Professional Development
 - b. Assessments (DRDP)
 - c. Environmental Health & Safety
22. Ensure the outcome of any visit from Community Care Licensing to any provider is reported to the PSD Contracts Compliance Program Manager by phone within twenty-four (24) hours of the visit.
23. Report any known or suspected instances of child abuse or neglect and/or any unusual incident reports submitted to Community Care Licensing are to be provided to PSD within twenty-four (24) hours of filing said report to:

San Bernardino County
Preschool Services Department
Attn: PSD Deputy Directors
Fax: (909) 383-2083
24. Prior to entering into an agreement with any FCC EHS-CCP Providers or childcare centers, allow the County to review all personnel files on all employees of the childcare EHS-CCP Providers and childcare centers. Contractor shall maintain records for all childcare EHS-CCP Providers and childcare centers receiving payment through this Contract to include:
 - a. Pre-employment physical.
 - b. Negative Tuberculosis (TB) test that is current:
 - 1) Must be completed within the last two (2) years.
 - 2) Must be within five (5) years for a chest X-ray.
 - c. Fingerprint Clearance Verification/Fingerprint Exemption Verification.
 - d. Current Infant/Toddler CPR/First Aid certification and shall be Emergency Medical Services Authority (EMSA) certified.
 - e. Pursuant to California Senate Bill 792, Contractor will maintain vaccination records for employees, providers and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1st, through December 1st, and annually thereafter. An employee, provider or volunteer may qualify for an exemption from the requirements under circumstances specified in the regulation (California Health and Safety Code Section 1596.7995(b)(1)-(4)).
25. Ensure EHS-CCP Providers, both center-based and FCC providers, shall participate in the CACFP and provide current documentation of said participation, along with current food handlers' cards for all provider staff that will be serving food.
26. Ensure the following screenings are completed within the established PSD timelines and ensure follow-up is completed for any identified concerns:
 - a. ASQ-3 for the areas of Cognitive, Communication (expressive and receptive), Social Emotional, Physical (gross and fine motor), and Adaptive Behavior.
 - b. ASQ S/E for the area of Social Emotional.

27. HEALTH

Contractor shall ensure:

- a. All Center Base Childcare and FCC providers maintain a Health Policy and Procedures Manual. The Manual shall include:
 - 1) All health forms currently in use by the provider
 - 2) Procedures for prescription medication for both children and employees, if applicable
- b. All provider staff receives appropriate training on health items related to the children served at their site.

Medication shall be maintained in a separate locked cabinet/refrigerator for children and employees, and properly documented. This excludes rescue medications, which should be kept in a separate area, but readily accessible to staff, but out of reach of children.

- c. A medical assessment will be required of all children within thirty (30) days of enrollment into the program, and a vision and hearing screening will be required within forty-five (45) days of enrollment.
- d. EHS-CCP Providers maintain continuous communication with the Program Generalists regarding Health compliance items. EHS-CCP Providers shall collect documentation from parents when appropriate and notify Program Generalist within one (1) day of receiving health documentation. Health documentation to include, but not be limited to:
 - 1) Well Baby Exam
 - 2) Immunization Record
 - 3) TB risk assessment
 - 4) Hearing screening
 - 5) Vision screening
 - 6) Dental exam

28. NUTRITION

Contractor shall ensure:

- a. PSD procedures are followed when parent/caregiver indicates child has special dietary requirements/allergies to specific foods.
- b. The Provider provides information, to the Program Generalist, about a child's need for a special diet within one working day of receiving the signed doctor's note stating the child requires a special diet.
- c. The Provider follows through with any nutritional needs that the PSD RD has identified and keeps the Program Generalist informed of any changes.
- d. Nutrition curriculum "Color Me Healthy" is implemented and monthly tracking sheets are submitted to PSD by the 5th day of the month.

29. MENTAL HEALTH

Contractor shall ensure:

- a. Mental health services training is conducted for EHS-CCP Providers.
- b. Supervisors and Mentor Coach will attend weekly Multi-Disciplinary Team (MDT) meetings with PSD.

- c. A Service Delivery Team Binder is maintained that includes sign-in sheets and notes of discussions about each child and the recommendations from the service delivery team. Update all information regarding mental health referrals in the electronic record keeping system.
- d. Opportunities are provided for mental health training to families of enrolled children. Documentation of training shall be provided to PSD on, a monthly basis. Documentation includes, but is not limited to, flyers, sign-in sheets, agendas, and training materials.
- e. Assists providers in completing an ASQ S/E: 2 with the parent(s)/caregiver(s) and inputting into current record keeping system ChildPlus within forty-five (45) days of the child's first day of care to identify any social-emotional concerns.

30. DISABILITIES

Contractor shall ensure:

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

31. FACILITY REQUIREMENTS (HEALTH & SAFETY)

Contractor shall ensure:

- a. All EHS-CCP Providers regularly maintain a space where license information and community and County resources may be accessed by parents.
- b. EHS-CCP Providers operate a facility licensed by the California Department of Social Services, Licensing Division. There must be at least thirty-five (35) square feet of space per child inside the facility, and seventy-five (75) square feet of space per child outside on the playground. Equipment must meet current safety requirements. No provider shall be funded before a Center is licensed.
- c. EHS-CCP Providers arrange the classrooms/areas into distinct functional learning areas that can be recognized by the children and allow for individual activities and social interactions with an appropriate amount and variety of material and equipment for the number of children.
- d. EHS-CCP Providers keep facilities, material, and equipment well maintained, clean, and in good repair.
- e. EHS-CCP Providers have sufficient age-appropriate equipment, toys, and materials that are safe and supportive of the abilities and developmental level of each child.

- f. EHS-CCP Providers maintain all furniture and materials in good condition (free of sharp edges and loose pieces). Materials shall be stored in labeled containers on shelves that are accessible to children. Classrooms shall be free of clutter and obstructions, and shall be kept clean, neat, and orderly. Provider shall maintain licensing requirements regarding usable indoor square footage per child in the classroom.
- g. EHS-CCP Providers maintain a "soft, cozy, and quiet" area for children. For centers, each classroom must have a "soft, cozy and quiet" area. This area can be accomplished with the use of small area rugs, pillows, stuffed animals, fabric on the walls, curtains, , etc.
- h. All EHS-CCP Providers are given training on the Environmental Rating Scale appropriate for their program type, ITERS or FCCERS.
- i. EHS-CCP Providers conduct and document Fire and Earthquake Drills monthly as per the PSD timelines.
- j. EHS-CCP Providers conduct and document Daily Safe Environment checks of all classrooms and facility areas, including office, kitchen, bathroom, and playground, and other checks as appropriate for the program.

32. EDUCATION

Contractor shall ensure:

- a. Comply with the Head Start Performance Standards requirements for a developmentally appropriate curriculum. (45 CFR §1302.32, et seq.).
- b. Use Creative Curriculum for all Head Start children served, and Creative Curriculum for Infants, Toddlers, and Twos for all Early Head Start children.
- c. EHS-CCP Providers develop, with the input from the parent(s)/caregiver(s), individual goals for each child that are properly documented, per Head Start Performance Standards and PSD timelines.
- d. EHS-CCP Providers document and record ongoing observations of children's strengths, concerns, interests, and progress in a child's portfolio, per Head Start Performance Standards and PSD timelines.
- e. Weekly Lesson Plans are developed based on observations of children's interests, goals, and parent input, such as "My Daily Report or Infant/Toddler Daily Report," a daily report for eating habits and a diapering schedule.
- f. EHS-CCP Providers complete a DRDP 2015 assessment at ChildPlus, for each child enrolled based on the established PSD timelines. Following the finalization of each DRDP assessment, a designated Individual Child Report will be printed and filed in the Child's file.
- g. EHS-CCP Providers engage parents in school to home activities to maximize Non-Federal Share reporting.
- h. EHS-CCP Providers are trained on the CLASS 2nd Edition tool, and a professional development plan is created with each provider based on their CLASS 2nd Edition scores and individual needs.
- i. EHS-CCP Providers complete a DRDP assessment Summary of Findings for each classroom per the PSD timelines including social-emotional development approaches to learning (visual and performing arts/initiative, cooperation, and curiosity), language and literacy, English language development, cognition, and general knowledge (history/social science, science, mathematics), physical development, and health.
- j. EHS-CCP Providers complete a DRDP Site Action plan within one week of the Summary of Findings, including Parent Surveys, ITERS, FCCERS, and CLASS 2nd Edition scores, if applicable.

- k. EHS-CCP Providers complete a transition plan for each child six (6) months prior to the child turning three (3) years of age. The transition plan shall be reviewed with the parent a minimum of two (2) times prior to the child's transition into any program the child may transition into that meets the needs of the family.
- l. EHS-CCP Providers assist the parent(s)/caregiver(s) with completion of an additional ASQ-3 and ASQ SE:2 within thirty (30) calendar days of the child's third birthday, if a child has an IFSP, for transition from IRC to the LEA.
- m. EHS-CCP Providers post the current Weekly Lesson Plan on Monday morning of each week. The Lesson Plan must include both indoor and outdoor activities and individual children's goals.
- n. Provider/Mentor Coach will conduct at least two (2) parent conferences and two (2) home visits per program year are conducted to engage the parents in the child's learning and development, except as pre-approved by PSD. It shall be documented in the County electronic record keeping system. Each contact shall be documented on a DRDP Child Development Form.
- o. Mentor Coaches shall attend the quarterly Health/Mental Health Advisory meeting. The PSD Health Education Specialist will notify the Contractor by formal invitation.
- p. Contractor mentors attend quarterly meetings to share timely and accurate information with PSD Management and Supervisory Staff along with other key field staff who ensure this information is shared with all PSD staff which includes all Contract Agencies.
- q. Monthly staff meetings are conducted based on the PSD timelines.

33. REPORTS

Contractor shall ensure:

- a. To submit such reports as may be required by ACF Head Start Performance Standards or by PSD, according to, but not limited to, the following:
 - 1) Attendance Reports – Are due the 5th calendar day of each month. The 2310 Attendance Report shall be fully reviewed by the Site Supervisor/Manager to ensure that attendance is being entered and reported accurately according to the current PSD attendance policy. The 2305 must be submitted with the Site Supervisors/Managers signature, acknowledging they have reviewed the 2310 Report for accuracy. The 2316 Report should only be submitted in the event ChildPlus is down and unable to capture parents' electronic signatures during signing in/out of the program and 2316 report is utilized.
 - 2) Child Care Certificate – Must be provided at time of approval and any time there is a change in hours of care.
 - 3) Federal year-end estimation of final expenditures – Due annually to PSD by May 31st.
 - 4) Final Financial Reports – Due annually to PSD by August 31st.
 - 5) Monthly Financial Reports including invoices - Due to PSD by the 20th day of the month following the reporting period.
 - 6) Monthly Education Report – Including flyers, resources, agendas, sign-in sheets, and minutes of all parent workshops/trainings, and parent and staff meetings, and uploaded into ChildPlus monthly.
 - 7) Non-Federal Share (local contributions) – Is twenty-five percent (25%) of the annual total revenue received by Contractor are due monthly by the 10th of each month.

Non-Federal Share contributions may be in cash or in kind, fairly evaluated, including plant, equipment, or services including donations, parent volunteer time, and school to home activities. Providers shall review and submit all PSD non-federal share forms turned in monthly by the parents and other donors.

- 8) Participant's Records – Shall be uploaded into ChildPlus, and the hard copy file submitted to the PSD Program Generalist within five (5) calendar days following a child's termination of the program.
- 9) Personnel Policies – Are to be submitted to PSD regarding the hiring, evaluation, termination, and compensation of employees that are employed to work on this program. Personnel Policies are due to PSD annually by September 1st.

Any changes in any personnel policy, in regard to employees working on this program, shall be provided to PSD within five (5) business days of said change.
- 10) Property Inventory – Due to PSD annually by May 31st with a certification of physical inventory verified.
- 11) Immunization Report for Health Department – Shall be input into the state CAIR2 system annually by September 20th for all enrolled children.

34. PROGRAM ADMINISTRATION RESPONSIBILITIES

Contractor shall ensure Program Administration includes:

- a. Self-Assessment – Contractor shall cooperate with PSD's annual program self-assessment. Contractor mentors shall conduct training sessions provided by PSD and participate in the self-assessment review completed by PSD. The most current version of the Federal Review protocol, in conjunction with the Infant/Toddler and the FCC Environment Rating Scales, includes the recommended assessment instruments. Once Contractor is provided with a written copy of the results of this assessment, any necessary corrective action shall be completed and submitted to the County within thirty (30) calendar days of receipt of the assessment report, unless there is a health and safety finding, which will require a response within twenty-four (24) hours.
- b. Ongoing Monitoring – Contractor shall complete all first level monitoring and allow PSD or its designee to conduct ongoing monitoring of their program via announced and/or unannounced site visits to ensure that all applicable Head Start administrative, and program Performance Standards are met. The contractor shall utilize PSD's system of ongoing monitoring as defined in the County's Service Area Plans and Policies and Procedures. The contractor will provide PSD with a corrective action plan on all non-compliance issues within fifteen (15) business days of notification of non-compliance resulting from a monitoring visit.
- c. Community Assessment – Contractor shall participate in the planning and design of the Community Assessment. Contractor shall provide such information as requested by the County and referenced in 45 C.F.R. §1305.3(c) regarding the Contractor's assigned service/recruitment area(s) as well as data on community and family characteristics, within thirty (30) calendar days of request.
- d. Program Information Report (PIR) – A Head Start Program report that collects comprehensive data on the services, staff, children, and families served by Head Start programs nationwide. Contractor shall ensure that all PIR areas in the PSD electronic record keeping system, designated by an asterisk, are entered correctly, and updated within five business days of any reported changes. Contractors shall run the PIR report monthly for each site location they serve to monitor the data captured in the PSD electronic record keeping system.
- e. Record Keeping and Reporting System – Contractor shall use the PSD automated record keeping and reporting system. Information must be entered daily into the record keeping and reporting system. All data including, but not limited, to assessments, shall be entered within three business days of receipt of the information.
- f. Compensation of Head Start Staff – Per Head Start Act Section 653 (a)-(b), no individual shall be paid with Head Start funds if their salary, not including compensation for health, medical, life insurance, disability, retirement, or any other welfare or pension benefit, exceeds the federal Executive Level II salary cap.

g. Vehicles

- 1) Any vehicles purchased utilizing funds received under this Contract must be titled in the name of San Bernardino County.
- 2) Upon termination of this Contract, all vehicles must be returned to the County and will become the sole property of the County.
- 3) CCRC shall:
 - i. Ensure scheduled maintenance is routinely performed on all vehicles;
 - ii. Obtain and maintain insurance for all vehicles to the extent required by Section G. INDEMNIFICATION AND INSURANCE REQUIREMENTS, herein subsection 11. Insurance Specifications, Paragraph C. Automobile Liability Insurance on page 32 of this Contract. The County retains the right at its sole discretion to obtain additional insurance for any vehicles;
 - iii. Report to the County immediately about any accident involving the vehicle and provide additional information as requested; and
 - iv. Ensure only CCRC employees operate the vehicles. Prior to a CCRC employee operating any vehicle hereunder, the employee must complete the County's Driver Awareness training. CCRC must retain records verifying the completion of such training for the duration of this Contract and produce such
 - v. verifications to the County upon request

4) Staffing Requirements

- i. Family childcare provider qualification requirements: A program must ensure family childcare providers have experience, at a minimum, are enrolled in a Family Child Care CDA program or state equivalent, or an associate or baccalaureate degree program in child development or early childhood education prior to beginning service provision, and for the credential acquire it within eighteen months of beginning to provide services.

h. Pre-Employment Procedures – Before the first day of employment, for each employee, the Contractor shall ensure the following:

- 1) An interview was conducted, in accordance with Head Start Performance Standards, with the participation of an invited Policy Council member.
- 2) Personal and employment references provided by a candidate shall be verified.
- 3) Obtain either of the following:
 - i. A state, tribal, or federal criminal record check covering all jurisdictions where the County provides Head Start Services to children.
 - ii. A state, tribal, or federal criminal record check as required by the law of the jurisdiction where the County provides Head Start Services.
 - iii. A criminal record check as otherwise required by federal law
- i. Documentation to support a candidate's qualifications for all positions is maintained in ChildPlus, and make available upon request a personnel file on all employees that includes:
 - 1) Pre-employment physical.
 - 2) Pursuant to California Senate Bill 792, Contractor must maintain vaccination records for employees and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1st, through December 1st, and annually thereafter. [SB 792, Section 1, 1596.7995(b)(1)-(4)].

- 3) Negative Tuberculosis (TB) test that is current:
 - i. Must be completed within the last two (2) years.
 - ii. Must be within five (5) years for a chest X-ray.
- 4) Fingerprint Clearance Verification/Fingerprint Exemption Verification.
- 5) CPR/First Aid certification.
- 6) Food Handler's Card.
- 7) Teaching Credentials/Permits.
- 8) College Transcripts to verify the minimum standard per the Head Start Act has been met.
- 9) Standards of Employee Conduct.
- 10) Current Work Performance Evaluation completed annually.
- 11) Professional Development Plan completed annually.
- j. Staff Requirements:
 - 1) As prescribed in section 648A(a)(2)(B)(i) of the Head Start Act, a program must ensure staff and consultants that serve as Education Managers or coordinators, including those that serve as curriculum specialists, have a baccalaureate or advanced degree in early childhood education or a baccalaureate or advanced degree and equivalent coursework in early childhood education with early education teaching experience.
 - 2) A minimum of one (1) staff member per site shall maintain a current CLASS 2nd Edition reliable status.
 - 3) Teaching Staff:
 - i. Head Start center-based teacher qualification requirements
 - Ensure no less than fifty (50%) percent of all Head Start teachers have a bachelor's degree in child development, early childhood education, or equivalent coursework.
 - Early Head Start center-based teacher qualification requirements. As prescribed in section 645A(h) of the Act, a program must ensure center-based teachers that provide direct services to infants and toddlers in Early Head Start centers have a minimum of a Child Development Associate (CDA) credential and coursework in early childhood development with a focus on infant and toddler development or infant toddler curriculum.
 - As prescribed in section 648A(a)(3)(B) of the Head Start Act, a program must ensure all center-based teachers have at least an associate or bachelor's degree in child development or early childhood education, equivalent coursework, or otherwise meet the requirements of section 648A(a)(3)(B) of the Head Start Act.
 - 4) Head Start Assistant Teacher qualification requirements:
 - i. As prescribed in section 648A(a)(2)(B)(ii) of the Head Start Act, a program must ensure Head Start assistant teachers, at a minimum, have a CDA credential or, are enrolled in a program that will lead to an associate or baccalaureate degree, or are enrolled in a CDA credential program to be completed within two years of the time of hire.
 - 5) Center-Based Teachers and Assistant Teachers competencies:
 - i. A program must ensure center-based teachers and assistant teachers demonstrate competency to provide effective and nurturing teacher-child interactions, plan and implement learning experiences that ensure effective curriculum implementation and

use of assessment and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and applicable state early learning and development standards, including for children with disabilities and dual language learners, as appropriate.

- 6) Health Professional qualification requirements:
 - i. A program must ensure health procedures are performed only by a licensed or certified health professional.
 - ii. A program must ensure all mental health consultants are licensed or certified mental health professionals. A program must use mental health consultants with knowledge of and experience in serving young children and their families, if available in the community.
 - iii. A program must use staff or consultants to support nutrition services who are RDs or nutritionists with appropriate qualifications.
- 7) Coaches:
 - i. A program must ensure, coaches providing the services described in 45 CFR §1302.92(c) have a minimum of a baccalaureate degree in early childhood education or a related field.
- 8) Within twenty-four (24) hours, notify the PSD Deputy Directors of any unusual incident reported to Community Care Licensing and submit a copy of the written report file with Community Care Licensing to the PSD Deputy Directors within twenty-four (24) hours of filing said report.
- 9) Pursuant to California Senate Bill 792 (2015), Contractor must maintain vaccination records for employees and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1st, through December 1st, and annually thereafter. [SB 792 (2015), Section 1, California Health & Safety Code section 1596.7995(b)(1)-(4)].

C. GENERAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a county facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

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

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or the County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein; and
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

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

- 15. **for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, the Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

- 16. **Drug and Alcohol-Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be impaired in any way because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

- 17. **Duration of Terms** – This Contract, and all its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

- 18. **Reserved.**

- 19. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of postconsumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractors are also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

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

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

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

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

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

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

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

- Community Care License (CCL) issued by the State of California, department of Education including all CCL licensing requirements.
- Child Development Permits

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

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

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

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

31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

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

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

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

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

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

For any subcontractor, Contractor shall:

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

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

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

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

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

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

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

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

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

45. **Reserved**

46. **Reserved**

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

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

48. **Reserved**

49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. The contractor must immediately provide to the County any notice provided by a consumer to the Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. The contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).

50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.

51. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

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

52. **Reserved**

53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

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

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

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

D. TERM OF CONTRACT

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

E. COUNTY RESPONSIBILITIES

PSD shall:

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

- b. Documentation of ongoing health care services for each child (45 CFR §1302.42(d)(2)).
- c. Documentation of assistance provided to family in accessing a source of care.
- 3. Assist with recruitment efforts on behalf of Contractor to ensure that no more than thirty (30) days has elapsed before a vacancy is filled, in order to maintain full enrollment in the program.
- 4. Refer families that may be eligible for services to Contractor.
- 5. Assist with Early Head Start eligibility determinations.
- 6. Complete all ACF reporting requirements.
- 7. Monitor performance of Contractor.
- 8. Assist Contractor with developing and implementing the evaluation process and tools to report program outcomes.
- 9. Provide CLASS 2nd Edition toddler, and ITERS/FCCERS reviewers to assess the performance of the FCC and/or childcare center EHS-CCP Providers.
- 10. Assess the environment and teacher-child interaction of each participating FCC and/or Child Care Center EHS-CCP Providers.
- 11. Assess the qualifications, based on education and experience of each participating FCC and/or Child Care Center Provider staff.
- 12. Ensure the PSD Health Education Specialist notifies the Contractor by formal invitation of the bi-annual Health/Mental Health Advisory meeting to which Mentor Coaches shall attend.

F. FISCAL PROVISIONS

- 1. The maximum amount of payment under this Contract shall not exceed \$11,222,935, of which \$11,222,935 may be federally funded and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- 2. The Contractor shall contribute \$2,454,561 to the program funds. Such contributions, known as Non- Federal Share, shall be in cash or donated supplies and services, reduced rates for supplies and expenses, fair rental value, and/or volunteer services received in the amount of \$2,454,561, per Program Budget. Non-Federal share must be verifiable from a contractor's records and must be allowable and necessary under applicable accounting principles. Non-Federal share cannot be funding received or used as a match for any other federally funded program.
- 3. Contractor shall meet the standards for a sound financial management system as set forth in 45 CFR §1302.101(a) and 45 CFR Part 75, et seq., and other applicable federal and state regulations.
- 4. Financial Reporting System - Accurate, current, and complete disclosure of the results of the Head Start Program shall be made in accordance with the provisions of Section 45 CFR §1302.102(d)(1)(ii). Financial reporting shall comply with commercial auditing standards for Head Start funded programs and shall be maintained in such a manner as will minimize audit exceptions.
- 5. In support of the financial management system, Contractor shall have written accounting procedures, which follow federal and state regulations and provide for consistent reporting of financial transactions.
- 6. Contractor shall use the funds for the purpose stated in the Contract. Guidance on allowable and non-allowable costs is outlined in 45 C.F.R. part 75.
- 7. The County agrees to reimburse the Contractor for authorized expenditures as detailed in the Program Budget (Attachment A). The Contractor shall submit a claim for payment for the change.

8. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.
9. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice. Invoices shall be submitted to psdaccountspayable@psd.sbcounty.gov Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
10. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
11. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractors shall not use current year funds to pay prior or future year obligations.
12. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The contractor shall not claim reimbursement or payment from the County for, or apply the sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
13. Contractor shall maintain record control over all non-expendable property purchased, including all office machinery and office furniture, regardless of value. Record control means: (1) written records furnishing item description, serial and/or model number, source of the property, who holds title to the property, acquisition cost, the location, use and condition of the property, and document number and date; (2) all pieces of property shall be tagged for purpose of identification; (3) an inventory of property shall be submitted to the County annually no later than April 15th of each year and shall include the date inventory was taken along with the name and signature of the employee performing inventory; (4) no disposal, loss or destruction of property shall be undertaken without prior approval from PSD. Once approved, all losses or destruction of property shall be documented and include the date of disposal or the sales price of the property. Copies of such documentation shall be furnished to the County within thirty (30) days following any occurrence referred to in (4). Non-expendable property is any article having a service life in excess of one (1) year and which cannot be correctly described as either materials or supplies. Title to this property, whether purchased or donated as non-federal share contribution, shall be determined in accordance with ACF guidelines. Any purchase in excess of five thousand dollars (\$5,000) not approved in the original budget must be approved in writing by the County. County will secure any advance prior approvals of equipment \$5,000 or more with Federal funds. These amounts are per item, including taxes, shipping, and installation.
14. The contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
15. The contractor shall certify to the County whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334.

16. Federally funded nonprofit Contractors may elect to include an Indirect Cost Rate in the cost reimbursement contract budget, and have the following four (4) options to recover costs expended in the process of managing the federal awards:
 - a. Apply the current federally negotiated indirect cost rate that has been approved by a federal cognizant agency; or
 - b. Apply a state negotiated indirect cost rate or a rate negotiated between the pass-through entity and the subrecipient; or
 - c. Elect to use a flat de minimis rate of fifteen percent (15%) of Modified Total Direct Costs (MTDC) under the guidelines below; or
 - d. Charge costs directly (Direct Charge) as, long as those costs are charged the same consistently across all federal awards. Administrative and clerical salaries should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: 1) services are integral to a project or activity; 2) individuals involved can be specifically identified with the project or activity; 3) costs are explicitly included in the budget or have the prior written approval of awarding agency; and 4) the costs are not also recovered as indirect costs.
17. The Contractor shall request a budget revision, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted category by more than ten (10) percent, or \$5,000 whichever is less or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification to meet Federal regulations that anticipated expenses are allowable, necessary and reasonable. Contractor may submit a maximum of three (3) budget revision requests per fiscal year. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The deadline to submit final budget revision requests for the fiscal year is April 30th. The Director of PSD, or his/her designee has the authority to approve line-item budget changes to the budget herein, as, long as these changes do not exceed the total contract amount. The county shall notify the Contractor in writing of the status of the budget revision request within thirty (30) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in, excess of the approved budgeted line-item amount. Should the Contractor's request require Federal government approval, County will notify the Contractor of the funding source's approval or disapproval. Contractor may not take any action of the request without prior written approval from the County. Any action taken by the Contractor prior to receipt of County approval may be grounds for disallowance.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements 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 2010.11 85.

3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of ten thousand (\$10,000) shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management, or 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. The contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

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

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

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

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

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

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

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) Two million dollars (\$2,000,000) general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement of the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

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

or

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

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

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

H. RIGHT TO MONITOR AND AUDIT

- 1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. The contractor shall give full cooperation in any auditing or monitoring conducted. The contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any, and all reporting requirements established by the County.
- 2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- 3. Contractor shall complete all first level monitoring and cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any, and all reporting requirements established by this Contract.
- 4. The contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending one million dollars (\$1,000,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
Number: 93.600 Title: Head Start

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

Contractor Name as registered in SAM	Child Care Resource Center
UEI	055015333
FAIN	09CH10016

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any, one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. RESERVED

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

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

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

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.

- a. The Contractor shall assess the demographic makeup and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
- b. The 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. The 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. The 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. The 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.

L. NOTICES

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

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

Child Care Resource Center
20001 Prairie Street
Chatsworth, CA 91311
Phone: 818-700-4403
Email: akrikorian@ccrcca.org

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

M. ENTIRE AGREEMENT

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

[Signatures continued on next page]

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

SAN BERNARDINO COUNTY

► 

Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 09 2025

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By



CHILD CARE RESOURCE CENTER

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

By

► 

Dr. Michael Olenick
(Authorized signature - sign in blue ink)

Name Dr. Michael Olenick

(Print or type name of person signing contract)

Title Chief Executive Officer

(Print or Type)

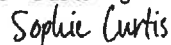
Dated: 8/20/2025

Address 20001 Prairie Street

Chatsworth, CA 91311

FOR COUNTY USE ONLY

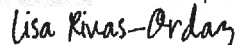
Approved as to Legal Form

► 

Sophie Curtis, Deputy County Counsel

Date 8/21/2025

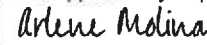
Reviewed for Contract Compliance

► 

Lisa Rivas-Ordaz, Contracts Manager

Date 8/21/2025

Reviewed/Approved by Department

► 

Arlene Molina, Director
Preschool Services Department

Date 8/21/2025

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

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

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

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

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

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

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

2. Forward the written complaint/grievance to:

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

Time frame: Within 1 week of Step 1.

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

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

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

Time frame: Within 1 week of Step 2.

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

GRIEVANCE PROCEDURE CERTIFICATION

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

Signature of Services Recipient

Date

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

Child Care Resource Center
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

8/20/2025

DATE

DocuSigned by:

Dr. Michael Olenick

SIGNATURE

Child Care Resource Center
ORGANIZATION

PROGRAM BUDGET**CHILD CARE RESOURCE CENTER
FY 2025-26 BUDGET**

May 5, 2025

Ms. Arlene Molina, Director of Preschool Services
County of San Bernardino Preschool Services Department
662 S. Tippecanoe Ave
San Bernardino CA 92415
Attention: Ms. Madeline Tsang

Re: Budget Narrative for Early Head Start – Child Care Partnership, Fiscal Year 2025-26

Following is the narrative of the proposed fiscal year 2025-26 budget for the Early Head Start – Child Care Partnership (EHS-CCP) program operated by Child Care Resource Center (CCRC). Table 1 below is the consolidated budget by category:

Table 1: Consolidated Budget by Category

#	Budget Category	BASIC	T & TA	FIRST 5	TOTAL BUDGET
1	Personnel	\$ 229,024	\$ -	\$ 205,650	\$ 434,674
2	Fringe Benefits	\$ 75,578	\$ -	\$ 75,288	\$ 150,866
3	Travel	\$ 3,500	\$ 5,500	\$ -	\$ 9,000
4	Supplies	\$ 4,100	\$ 1,000	\$ -	\$ 5,100
5	Contractual	\$ 1,309,481	\$ 14,000	\$ -	\$ 1,323,481
6	Other Costs	\$ 66,517	\$ 4,500	\$ -	\$ 71,017
7	Indirect	\$ 250,449	\$ -	\$ -	\$ 250,449
8	Total	\$ 1,938,649	\$ 25,000	\$ 280,938	\$ 2,244,587

BASIC FUNDS:

A total of \$1,938,649 is budgeted under the Basic program as follows:

PERSONNEL

Personnel costs charged to the Early Head Start – Child Care Partnership program is based on what is considered reasonable, allowable, and allocable. Personnel that benefit more than one program are allocated in accordance with 45 CFR 75. Program staff are directly charged to grant assigned. Administration staff are included with CCRC's 10% De Minimis plan. Table 2 are the details of the personnel by GABI sub-category:

San Fernando Valley Headquarters
Tel 818.717.1000
20001 Prairie Street, Chatsworth, CA 91311



www.ccrcb.org

Antelope Valley Office
Tel 951.789.1200
250 Grand Cypress Avenue, Palmdale, CA 93551

San Bernardino Office
Tel 909.384.8085
1111 San Mari Street, Suite 100, San Bernardino, CA 92408

Victorville Office
Tel 760.245.0770
15456 West Sage Street, Victorville, CA 92393

Sacramento Office
Tel 916.584.7661
11211 Street, Suite 205, Sacramento, CA 95814

Table 2: Personnel-Basic

GABI	# OF POSITIONS	AMOUNT
A01	0.93	\$ 140,348
A11	0.50	\$ 43,011
A14	0.25	\$ 45,665
Total	1.68	\$ 229,024

FRINGE

CCRC's Fringe Benefits include Health & Welfare, Employer Taxes, Other Fringe, and Retirement options. Table 3 are the details of total fringe benefits by GABI sub-category:

Table 2: Fringe - Basic

GABI	DESCRIPTION	AMOUNT
B01	Social Security(FICA),State disability,Unempl.	\$ 24,884
B02	Health/Dental/Life Insurance	\$ 28,261
B03	Retirement	\$ 20,378
B04	Other Fringe	\$ 2,055
Total		\$ 75,578

CCRC's Health & Welfare consists of subsidized premiums for Medical and Dental Plans, Vision, Life Insurance, and Long-Term Disability (LTD); cost is dependent on employee selection. Employer taxes include FICA (7.65% of wages), SUI (6.2% of first \$7,000 of wages), and Workers' Compensation (ranges between 1.11% and 9.33%). Other Fringe offered is for Tuition reimbursement up to \$1,300 per year. Retirement Contributions are through a 403B account; offered at 3% to 6% of wages per FTE after one year of service. Retirement Matches are offered at half of the amount contributed by an eligible employee up to 4% of wages.

TRAVEL

C01 – A total of \$3,500 is budgeted for Travel category C01 – Staff Out-of-Town Travel. The budget is for the travel costs (hotel, shuttle, registrations, and airplane tickets) related to the following conferences:

- CAEYC Professional Development Forum, unknown location
- First 1000 Days Early Head Start Conference, unknown location
- National Head Start Conference, unknown location
- Child Plus Scramble, unknown location

The locations for a couple of the conferences are currently unknown because for the past two years they have been virtual. The location should be provided a few months before the conference when registration window opens.

SUPPLIES

E01 – Office Supplies has a total of \$4,100 being budgeted. Such expenses include, but are not limited to, writing utensils, paper, post-it notes, staples, postage, binders, and file folders.

CONTRACTUAL

F08 - Other contracts, totaling \$1,309,481 includes: \$387,191 for GAP provider payments which is based on GAP calculation for an average of 38 slots (30% of 130 partnership slots) for 12 months; \$664,560 for stipend provider payments, which is \$426/slot for 130 partnerships slots for 12 months; \$255,730 for ongoing provider supplies (including diapers and wipes) and health & safety improvements; and \$2,000 for security service.

OTHER

Table 4 are the details of total Other by GABI sub-category:

Table 4: Other Basic

GABI	Budget Category	BASIC
H02	Rent	\$ 18,543
H04	Utilities, Telephone	\$ 3,986
H05	Building Maintenance/Repair & Other Occupancy	\$ 19,425
H06	Building & Child Liability Insurance	\$ 11,550
H07	Incidental Alterations/Renovations	\$ -
H08	Local Travel	\$ 9,450
H13	Parent Services	\$ -
H15	Accounting and Legal Services	\$ -
H15	Publications/Ads/Printing	\$ 630
H16	Training or Staff Development	\$ 1,838
H17	Other	\$ 1,095
Total		\$ 66,517

INDIRECT CHARGES

A total of \$250,449 is budgeted for indirect charges according to CCRC's 15% De Minimus policy implemented on July 1st, 2017.

T&TA FUNDS:

A total of \$25,000 is budgeted for T&TA activities as follows:

TRAVEL

A total of \$5,500 is budgeted for Travel category C01 – Staff Out-of-Town Travel. The budget is for the travel costs (hotel, shuttle, registrations, and airplane tickets) related to the following conferences:

- CAEYC Professional Development Forum, unknown location
- First 1000 Days Early Head Start Conference, unknown location
- National Head Start Conference, unknown location
- Child Plus Scramble, unknown location

The locations for a couple of the conferences are currently unknown because for the past two years they have been virtual. The location should be provided a few months before the conference when registration window opens.

SUPPLIES

Office Supplies has a total of \$1,000 being budgeted. Such expenses are being budgeted for costs related to materials and books needed during trainings.

CONTRACTUAL

A total of \$14,000 is budgeted for F08 - Other contracts for Provider training and development. This includes reimbursements for completed core child development courses, CDA completions, and Child Development Permits. The ongoing Provider trainings include such topics as:

- Participant Orientation
- Health and Safety Practices
- Creative Curriculum
- Meaningful Observation
- Infant/Toddler CLASS
- Infant/Toddler Development
- Child Plus Attendance
- Region 9 Conferencia De Head Start en Espanol
- Self-Care
- Dual Language Learners
- National Head Start Conference
- NAEYC

OTHER

A total of \$4,500 is budgeted for Other category as follows, \$500 for H08 – Local Travel for training events within San Bernardino County and \$4,000 for H16 – Training and Staff Development for CCRC staff to attend training events within the San Bernardino County.

NON-FEDERAL SHARE:

CCRC will contribute \$490,912 in non-federal share consisting of the following:

- Approximately 6,527 volunteer hours for \$209,974 at \$32.17 per hour. The \$32.17 rate is calculated at (budgeted Teacher's Assistant Rate of \$22.75/hr) x (1+Agency benefit rate of 41.40%)

- \$280,938 from First 5 San Bernardino pass thru grant which pays for Coach salaries.

FIRST FIVE SB:

Table 5: Personnel-First 5

GABI	# OF POSITIONS	AMOUNT
A11	2.50	\$ 205,650
Total	2.50	\$ 205,650

Table 6: Fringe - First 5

GABI	DESCRIPTION	AMOUNT
B01	Social Security(FICA),State disability,Unempl	\$ 20,940
B02	Health/Dental/Life Insurance	\$ 37,641
B03	Retirement	\$ 14,220
B04	Other Fringe	\$ 2,487
	Total	\$ 99,943

Thank you, in advance, for your consideration of this request. Should you have questions please contact Harut Nazaryan at HNazaryan@ccrcca.org.

Sincerely,

Aileen Krikorian

Digitally signed by Aileen
Krikorian
Date: 2025.05.05 12:19:45 -07'00'

Aileen Krikorian
Supervisor, Grants Management