



**Contract Number**

**SAP Number**

## Preschool Services Department

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<b>Telephone Number</b>	909-386-8369
<b>Contractor</b>	School District
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	, through November 30, 2030
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<b>Cost Center</b>	5911012220
<b>Grant Number (if applicable)</b>	N/A

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County, Preschool Services Department (County or PSD) desires to designate a Local Education Agency (LEA) of choice to provide special education programs for children enrolled in Head Start or State Preschool Programs, as further described in a statement of work (the "Services"); and

**WHEREAS**, based upon and in reliance on the representations of (LEA), the County finds qualified to provide special education programs for children enrolled in Head Start or State Preschool Programs; and

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

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

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## **A. DEFINITIONS**

1. Authorized Representative – The individual authorized to act on behalf of the County, or the individual authorized to act on behalf of the LEA.
2. Child Find – A continuous process of public awareness activities, screening, and evaluations designed to locate, identify, and refer as early as possible all young children with disabilities and their families who are in need of Preschool Special Education services.
3. Contract – The legal agreement between the County and the LEA.
4. Early Childhood Assessment Team (ECAT) – The team responsible for evaluating children ages three (3) to five (5) years old to determine if they qualify for special education services.
5. Early Head Start (EHS) – A federally funded community-based program that provides early, continuous, intensive, and comprehensive child development and family support services for low-income families with infants and toddlers ages zero (0) to three (3) years in a center based or home-based program or zero (0) to four (4) years in a family childcare (FCC) program, and pregnant women and their families.
6. Human Services (HS) – A department of integrated services, of San Bernardino County, which oversees the programs and resources of nine (9) County departments that come together to provide a rich, more complete array of services to the citizens of the County under one coordinated effort; and which fosters concern for social programs within the County and communities as a whole.
7. Individuals with Disabilities Education Act (IDEA) – The federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities.
8. Individual Education Plan (IEP) – The 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 thirty (30) days of special needs determination
9. 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.
10. Local Education Agency (LEA) – An entity which operates a local public primary school or provides government services to schools within a local area.
11. Multidisciplinary Team (MT) – A group of healthcare professionals from both the LEA and PSD who work in a coordinated fashion toward a common goal for the child.
12. 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 HeadStart, Early Head Start, State Preschool Programs, and Home-Based Services at sites throughout the San Bernardino County. Since 1999, PSD has provided these programs through a combination of direct and contracted services.
13. Services – The required actions described in this contract that are to be provided to the County by the LEA.
14. Special Education Preschool Assessment Team (SEPAT) – The team of individuals from the LEA responsible for evaluating children ages three (3) to five (5) years, to determine if they qualify for special education services.

## **B. LEA SERVICE RESPONSIBILITIES**

### **1. Program Requirements:**

LEA shall:

- a. Serve eligible preschool children with disabilities from age three through compulsory school age.
- b. Provide assessment in all areas of suspected disability upon receipt of a written request for assessment.
- c. Hold an Individual Education Program (IEP) team meeting within 60 calendar days of receipt of written parental authorization for assessment. At this meeting the assessment results are reviewed, eligibility determined and, if appropriate, special education and related services are determined
- d. Provide special education services to children aged three (3) months to non-kindergarten eligible age five (5) years with eligible disabilities who are enrolled in Head Start or State Preschool Programs located within the LEA service area in an inclusive environment according to the child's IEP.
- e. Provide for the identification and assessment of the exceptional needs of an eligible child and the planning of an instructional program to meet the assessed needs, as mandated in California Education Code 56302.
- f. Obtain informed parent/caregiver consent to assess child.
- g. Provide parent/caregiver with a copy of their rights and procedural safeguards upon initial referral or parent/caregiver request for assessment, per Section 1415 (d)(1)(A) of Title 20 of the United State Code and 34 Code of Federal Regulations §300.504(a).
- h. Determine whether a child referred by PSD is an individual with exceptional needs as defined in California Education Code 56026 and determine the educational needs of the child. Determinations shall be made and an individualized education program meeting with the parents/caregivers shall occur within sixty (60) calendar days of receiving parent/caregiver consent for assessment, per California Education Code 56302.1(a).
- i. Include Head Start in the child find system. Each LEA shall designate preschool special education representatives to meet at least annually with designated Head Start staff to coordinate child find activities

### **2. Assessment Request Procedure:**

LEA shall:

- a. Assist parents/caregivers who wish to have their preschool child age three (3) to five (5) assessed for special education eligibility by providing Special Education staff at a location designated by the LEA.
- b. Instruct parents/caregivers to bring a birth certificate, immunization records, proof of residency that is current within the past sixty (60) days, and parent/caregiver identification to the Special Education Preschool Clerk. Upon verification, a referral will be given to the parent/caregiver.
- c. Contact parents/caregivers after children have been enrolled with the LEA for an assessment appointment and an IEP date.
- d. Notify PSD staff of the initial IEP meeting and provide copies of the IEP to the PSD staff for children who are found eligible for special education services with proper permission from parent/caregiver and signed joint release.

3. Screening and Referrals:

LEA shall:

- a. Have SEPAT refer children with identified disabilities to PSD when a Head Start or State Preschool program is considered a placement option.
- b. Provide information and training to PSD's Disability Services Team regarding the LEA referral procedures for children enrolled in PSD's Head Start and State Preschool programs within sixty (60) days prior to the start of each program year (program year begins July 1).
- c. SEPAT will review the referral package and develop an Assessment Plan within fifteen (15) calendar days with parent/caregiver consent.
- d. SEPAT will conduct a comprehensive evaluation within sixty (60) days of receiving the signed Assessment Plan of each child referred by Head Start and/or State Preschool for whom enrollment and screening information indicates a potential disability and notify the parent/caregiver of the date and time of the IEP meeting. If the child is eligible, the IEP will be developed and implemented upon parent/caregiver consent.

4. Comprehensive Assessments:

LEA shall:

- a. Initiate and complete an evaluation of a referred child in sufficient time to determine eligibility and implement special education services for qualified children within sixty (60) calendar days of referral.
- b. Conduct comprehensive assessments, when determined appropriate by the LEA, for enrolled children referred with suspected disability.
- c. Invite the Disability Services Team to the IEP meeting as soon as a meeting is scheduled.
- d. If the LEA Disability Services Team is unable to attend the IEP meeting, notify the PSD Disabilities Team of the eligibility determination within ten (10) business days following the determination.

5. MT Conferences and IEP Meetings:

LEA shall:

- a. Schedule a meeting of the MT, including parent/caregiver of the eligible children, to implement an IEP.
- b. Notify PSD staff in advance of the scheduled meeting to provide adequate time for arranging the attendance of appropriate PSD staff.
- c. Provide the Head Start and/or State Preschool Disabilities Coordinator at the meeting with a copy of the IEP, assessment results, and any service-related documents to include in the child's Head Start and/or State Preschool special services folder.

6. Placement:

LEA shall:

- a. Utilize Head Start or State Preschool Program as a placement option when appropriate for children identified through Child Find as requiring special education services (Part B of IDEA, under Section 619).
- b. Maintain placement of children currently enrolled in Head Start and/or State Preschool when Head Start and/or State Preschool is the referring agent, when deemed appropriate by the MT.

7. Specific Program Delivery:

The LEA shall implement the required appropriate services per the IEP.

8. Transition:

The LEA shall address transition planning into kindergarten, not later than ninety (90) days prior to the enrolled child's transition into kindergarten.

9. Training and Technical Assistance:

- a. LEA may invite PSD staff to any in-service training that the LEA has scheduled on topics specifically related to children ages three (3) to five (5) with a disability or disabilities, including, but not limited to, goals and objectives.
- b. LEA may Participate in specialized or individualized staff and parent/caregiver training, as needed for specific Head Start and/or State Preschool enrolled children and their families for whom LEA is providing special education services; the topics will be determined in collaboration with PSD staff.

**C. GENERAL CONTRACT REQUIREMENTS**

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – LEA 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 LEA and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by LEA 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 LEAs for the same or similar services.
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.**Background Checks for LEA Personnel** – LEA 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, LEA shall conduct a background check, at LEA's sole expense, on all its personnel providing Services. If requested by the County, LEA shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by LEA in its initial hiring of employees or contracting for LEAs or, as applicable, during the employment screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. LEA 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.

LEA 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 LEA 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, LEA 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 LEA 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.

6. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
7. **Confidentiality** – LEA 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. LEA shall not use or disclose any identifying information for any other purpose other than carrying out the LEA'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.
8. **Primary Point of Contact** – LEA will designate an individual to serve as the primary point of contact for the Contract. LEA or designee must respond to County inquiries within two (2) business days. LEA shall not change the primary contact without written acknowledgement to the County. LEA will also designate a back-up point of contact in the event the primary contact is not available.
9. **County Representative** – The Director of Preschool Services Department 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 the LEA. 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.
10. **Duration of Terms** – This Contract, and all of 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.
11. **Improper Influence** – LEA 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 LEA or officer or employee of the LEA.
12. **Improper Consideration** – LEA 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.

13. LEA shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from LEA. 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 a termination under this provision, the County is entitled to pursue any available legal remedies.

**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.

14. **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”.
15. **Nondisclosure** – LEA 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. LEA shall not use or disclose any identifying information for any other purpose other than carrying out the LEA'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.

LEA 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 LEA or an agent of LEA or otherwise made available to LEA or LEA's agent in connection with this Contract; or, (2) acquired, obtained, or learned by LEA or an agent of LEA 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.

16. **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.
17. **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.
18. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or LEA'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.
19. **Representation of the County** – In the performance of this Contract, LEA, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
20. **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.
21. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon LEA 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. LEA 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 LEA for County.
22. **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 termination may include all or part of the services described herein. Upon such termination, payment will be made to the LEA for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice LEA shall promptly



discontinue services unless the notice directs otherwise. LEA 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.

23. **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.
24. **Conflict of Interest** – LEA shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. LEA shall make a reasonable effort to prevent employees, LEA, 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 LEA'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.
25. **Complaint and Grievance Procedure** – LEA 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.

LEA will ensure that staff are knowledgeable on the Preschool Services Department's Complaint and Grievance Procedure (*Attachment A*) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
26. **Child Abuse Reporting** – LEA 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 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.
27. **Pro-Children Act of 1994** – LEA will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
28. **Americans with Disabilities Act** – LEA shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

29. **Public Accessibility** – LEA shall ensure that Services provided are accessible by public transportation.
30. **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.
31. **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.
32. **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.
33. **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 \_\_\_\_\_, and expires November 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 LEA 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.

#### **E. PSD RESPONSIBILITIES**

PSD shall:

1. Program Requirements
  - a. Recruit, enroll and serve eligible preschool children ages three to five years nine months to compulsory school age. A minimum of ten percent (10%) of enrollment opportunities will be made available to children with disabilities of all levels of severity who are eligible to participate and for whom Head Start is the appropriate placement as agreed by both agencies and stated on the IEP.
  - b. Support the IEP goals/objectives in order to provide appropriate services for children with disabilities.

- c. Collaborate with LEA's and other agencies in order to provide services for children with disabilities.
  - d. Participate in the LEA Child Find Plan under Part B of IDEA, including strategies for the transition of children from infant/toddler programs [birth to age three (3)] into PSD programs.
  - e. Inform parents/caregivers of the types and purposes of the screenings prior to the screening and inform parents/caregivers of the results of the screenings, and the purpose and results of any subsequent evaluations.
  - f. Refer a child to the LEA for evaluation as soon as the need is evident, starting as early as the child's third (3rd) birthday.
  - g. Perform or obtain linguistically and age appropriate developmental, sensory, and behavioral screenings of motor, language, social, cognitive, perceptual, and emotional skills in collaboration with each child's parent/caregiver within forty-five (45) calendar days of the child's entry into the program.
  - h. Ensure that children with identified developmental delay receive the services to which they are entitled under Head Start Performance Standards and/or State Preschool requirements for children with disabilities, IDEA, applicable Federal and State regulations.
2. Assessment Request Procedure
- PSD shall instruct parent/caregiver of enrolled children with a suspected developmental delay to contact the LEA Special Education Unit.
3. Screening and Referrals
- a. In collaboration with each child's parent, and within forty-five (45) calendar days of the child's entry into the program, grant recipient must perform or obtain linguistically and age-appropriate screening procedures to identify concerns regarding a child's developmental, sensory (visual and auditory), behavioral, motor, language, social, cognitive, perceptual, and emotional skills. To the greatest extent possible, these screening procedures must be sensitive to the child's cultural background.
  - b. Screen children and begin needed services by forty-five (45) calendar days after child enters the program. Refer children found to be at risk to the appropriate professionals for diagnostic evaluation. Screening consists of standardized health screening and developmental screening which includes speech, hearing and vision.
  - c. Refer children, found to be at risk to the appropriate LEA for assessment.
  - d. Include the results of any screening conducted, parent/caregiver consent forms, and relevant enrollment data with the referral.
4. Comprehensive Assessments
- a. Provide space to the LEA for on-site observation and evaluation, as needed.
  - b. Provide information about special education, training, consultation, and support of parents/caregivers as needed during the evaluation period.
5. MT Conferences and IEP Meetings
- a. Ensure appropriate Head Start or State Preschool Program personnel attend MT meetings and function as team members.
  - b. Maintain electronic records of the referral, which contains parent/caregiver consent, screening results, and referral documents. The folder shall be maintained in PSD current record keeping system (ChildPlus).
6. Placement
- Accommodate children with suspected or identified developmental delays or disability who are referred by the LEA.

7. Specific Program Service Delivery

- a. Coordinate services schedules with LEA Early Childhood Assessment Team.
- b. Provide opportunities for children receiving services from LEA to practice and generalize within inclusive environments the skills developed through classroom activities.
- c. Document the individualized activities conducted by Head Start or State Preschool Program teaching staff to ensure classroom activity is aligned with IEP goals and record the documentation in PSDs current record keeping system (ChildPlus). Documentation can be provided by teachers, administration, or support staff who work in direct contact with the child.

8. Transition

Implement the transition plan in accordance with Head Start Performance Standards and/or State Preschool requirements.

9. Training and Technical Assistance

Assess staff and parent/caregiver training needs related to Head Start and/or State Preschool children for which LEA is providing special education services and collaborate with LEA to acquire and furnish the identified training needs.

**F. FISCAL PROVISIONS**

There shall be no financial remuneration from this Contract.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification** – Pursuant to the provisions of California Government Code section 895 et seq., each party agrees to defend, indemnify, and hold harmless each other from any liability, claim, or judgment from injury or damages caused by a negligent or wrongful act or omission of any agent, officer, and/or employee of the indemnifying party, which occurs or arises out of the performance of this MOU, except where such indemnification is prohibited by law.
2. **Insurance Specifications** – Both PSD and LEA are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
3. **Statement of Comparative Fault** – If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

**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. Contractor shall give full cooperation in any auditing or monitoring conducted. 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 \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. 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.

#### **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 non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 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 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. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective, and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing, and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
  - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing, and overall delivery of human services.
  - d. Contractor shall recruit, promote, and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
  - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from

cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.

- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

## **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

150 S. Lena Rd.

San Bernardino, CA 92415

Email: [HSASDContractsUnit@hss.sbcounty.gov](mailto:HSASDContractsUnit@hss.sbcounty.gov).

Phone:

Email: \_\_\_\_\_

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.

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 LEA have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
 \_\_\_\_\_  
 ,

Dated: \_\_\_\_\_

\_\_\_\_\_

School District

\_\_\_\_\_  
*(Print or type name of corporation, company, Contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Template Approved as to Legal Form  ► Adam Ebright, Deputy County Counsel  Date _____	► _____  Date _____	► _____  Date _____
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**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.

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**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.

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Signature of Services Recipient

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Date

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

(Hereinafter called the "Agency")

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.

## ORGANIZATION