



Contract Number

SAP Number

Preschool Services Department

Department Contract Representative
Telephone Number

Chris Zamets, Contracts Analyst
909-386-8302

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

WestEd
Lauren Wrotniak
415-615-3136
August 5, 2026, through August 4, 2029
\$1,347,800
\$1,347,800
5911012220
N/A

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide the California Collaborative on the Social Emotional Foundations for Early Learning services, as further described in a statement of work (the "Services"); and

WHEREAS, based upon and in reliance on the representations of WestEd (Contractor), the County finds Contractor qualified to provide the California Collaborative on the Social Emotional Foundations for Early Learning 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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ATTACHMENTS

- A. COMPLAINT AND GRIEVANCE PROCEDURE
- B. ASSURANCE OF COMPLIANCE
- C. WESTED STATEMENT OF WORK & FEE SCHEDULE
- D. LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)
- E. ANTI-LOBBYING CERTIFICATION

A. DEFINITIONS

1. California Department of Social Services (CDSS) – A state-supervised, County-administered agency under the California Health and Human Services Agency.
2. California Collaborative on the Social and Emotional Foundations for Early Learning (CA CSEFEL) - A consortium that includes many state agencies and their training partners working together to promote the Teaching Pyramid, resolve state-level barriers, infuse information into various professional development systems based on a common approach, and facilitate access to necessary interventions at the local level.
3. Center on the Social and Emotional Foundations for Early Learning (CSEFEL) – A national center focused on strengthening the capacity of childcare and Head Start programs to improve the social, and emotional outcomes for young children.
4. Coaching at the Top of the Pyramid Institute and Practicum – Advanced training for coaches who have completed the Teaching Pyramid training.
5. Contract – The legal agreement between the County and the Contractor.
6. Desired Results Developmental Profile (DRDP) - An assessment tool developed by the California Department of Education to measure the development and learning of children, from early infancy through kindergarten entry, and into school age. It uses teacher and caregiver observations of children in natural settings to inform instruction, support child development, and improve program quality.
7. 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.
8. 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.
9. Services – The required services described in this Contract.
10. Teaching Pyramid – A systematic framework developed by CSEFEL of evidence-based, user-friendly practices to help early childhood educators meet the needs of the growing number of children with challenging behaviors and mental health concerns.
11. Teaching Pyramid Infant-Toddler Observation Scale (TPITOS) - A research-based assessment tool used to measure how well caregivers in early childhood settings (birth to 3 years) implement practices that promote positive social-emotional development. It is specifically designed for infant and toddler classrooms that use the Pyramid Model framework.
12. Teaching Pyramid Observation Tool (TPOT) - A program observation instrument that measures the implementation of teaching and behavior support practices associated with the Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Work with the Preschool Services Department (PSD) Leadership Team to:
 - a. Facilitate regular meetings for sustainability and scale-up of CA CSEFEL Teaching Pyramid work in the program

- b. Infuse and align CA CSEFEL Teaching Pyramid practices into existing policies and procedures.
 - c. Document implementation of the CA CSEFEL Teaching Pyramid across the agency.
 - d. Train managers, administrators, and site supervisors on the following CA CSEFEL Teaching Pyramid's tools for sustainability and ongoing support to staff: Champion Check-in, Spotlight, and Inventory of Practice.
- 2. Provide Training Activities:
 - a. Guide implementation of professional development related to the CA CSEFEL Teaching Pyramid for new cohorts, as well as previously trained staff.
 - 1) Provide or support internally authorized trainers to conduct three (3) CA CSEFEL Teaching Pyramid's Going Deeper trainings per year.
 - 2) Support the Apprentice Trainers in person for up to two (2) cohorts or training per year.
 - 3) Guide and oversee authorized coaches providing coaching to family Childcare providers who are enrolled in WestEd/CDSS CA CSEFEL Teaching Pyramid for Family Childcare.
 - b. Continue to provide training for trainers and coaches to promote sustainability.
 - 1) Enroll up to ten (10) coaches in Coaching at the Top of the Pyramid Institute and Practicum.
 - 2) Enroll up to five (5) new trainers in CA CSEFEL Teaching Pyramid Training for Trainers each year.
 - 3) Enroll up to eight (8) new coaches in the CA CSEFEL Teaching Pyramid Training for Coaches each year.
 - 4) Enroll up to three (3) trainers and three (3) new coaches each year in the CA CSEFEL Teaching Pyramid Training for Trainers & Coaches for Home-Visiting Programs.
 - c. Provide materials for training activities each year.
 - 1) Up to one hundred-fifty (150) CA CSEFEL Teaching Pyramid for Preschool *or* Infant-Toddler binders each year.
 - 2) Up to one hundred-fifty (150) CA CSEFEL Teaching Pyramid for Home-Visiting Program binders each year.
 - 3) Up to four hundred (400) Going Deeper packets each year.
 - d. Expand the knowledge and training ability of the Generalists (Family Advocates).
 - 1) Encourage enrollment of Generalists into the CA CSEFEL Teaching Pyramid module training.
 - 2) Include up to ten (10) people in each training of facilitators for CA CSEFEL Teaching Pyramid for Families.
 - 3) Operate a Community of Practice for CA CSEFEL Teaching Pyramid for Families facilitators two (2) times a year.
- 3. Support for Authorized Coaches and Trainers:
 - a. Facilitate a Pyramid Pals (Community of Practice) quarterly to bring together all who have been authorized to train and/or coach to discuss implementation and share ideas.

- b. Provide a Mentor Coach to facilitate PSD staff who have been authorized as coaches or trainers on the CA CSEFEL Teaching Pyramid in a half-day reflective practice cadre once a semester.
- 4. Data Collection and Support
 - a. Provide a brief scoring refresher for the team prior to the Classroom Snapshots conducted by PSD staff on all classrooms each spring.
 - b. Compile the data from Classroom Snapshots to help target direct coaching and training of classroom staff.
 - c. Select up to thirty (30) classroom staff each year to receive an assessment on the Teaching Pyramid valid and reliable tools.
 - 1) Will conduct the TPOT assessments with the assistance of PSD for classrooms with children over the age of two (2) years, on selected classroom staff and provide comprehensive TPOT reports.
 - 2) Will conduct the TPITOS assessments with the assistance of PSD for classrooms with children under the age of two (2) years, on selected classroom staff and provide comprehensive TPITOS reports.
 - d. Provide training on the TPOT to a group of staff selected by PSD and oversee their assessment of their classrooms.
- 5. Contractor shall provide comprehensive professional development on the Desired Results Development Program (DRDP) for PSD.

DRDP Training will include:

- a. Updates to the DRDP (2025)

Overview of the updated DRDP (2025) instrument, including Infant and Toddler (IT) View, Preschool – Transitional Kindergarten – Kindergarten (PTK) View, and Preschool – Grade Three (P-3) View, with a focus on supporting accurate assessment of child development.
- b. Virtual and in-person training sessions where staff will learn about:
 - 1) Collecting and using documentation and evidence to rate measures,
 - 2) Strengthening inter-related reliability, and
 - 3) DRDP Online Training.
- c. Meaningful Observation for the DRDP:

Training on the purpose of observation, including collecting and organizing evidence, developing observation systems, reflecting on documentation, and accurately rating the DRDP to support child outcomes.
- d. Planning with Data Training:

Full-day training which provides the opportunity to learn about using DRDP results to plan for individual children and groups of children, looking in depth at how to prepare for small and large groups of children as well as individualize for specific children, and utilizing the foundations and framework in the planning process.

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. Each party reserves the right to enter into a contract with other parties 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** – The requirements of this Section shall apply only to Contractor personnel who will have direct, unsupervised contact with students in connection with the Services described in Exhibit C. 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 only conduct a background check, at Contractor's sole expense, on personnel providing Services that involve direct, unsupervised contact with students. If requested by the County, Contractor 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 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 fail to satisfy legally required screening standards applicable to the Services, 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. Contractor shall comply with any applicable law regarding required reporting obligations. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and 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. Contractor shall comply with any applicable law regarding required reporting obligations. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

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. 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 comply with any applicable law regarding required reporting obligations.

Notwithstanding the foregoing, the parties acknowledge that Contractor shall not have any direct, unsupervised contact with students in performance of the Services. Accordingly, this Section shall not be applicable under this Contract.

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** – Except as required by law, each party 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. Neither party shall use or disclose any identifying information for any other purpose other than carrying out each party's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the expiration or termination of the Contract. .

Contractor shall use commercially reasonable efforts to ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately within forty-eight (48) hours of discovery notify the County of any confirmed breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

- a. Read, understand and comply with the Privacy and Security Requirements Summary.
- b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
- c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.

Report actual breaches of PII immediately within forty-eight (48) hours of discovery to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov

Notwithstanding the foregoing, the parties acknowledge that Contractor shall not receive or have access to any confidential information, PII, protected health information (PHI), or other sensitive information from the County in the performance of the Services under this Contract. Consequently, this Section shall not be applicable to Contractor's performance of the Services under this 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 written inquiries within five (5) business days following receipt of such written inquiry. 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 thirty (30) days after demand, or 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, to the best of its knowledge, 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; 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, to the best of its knowledge, 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. **System 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, 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, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above beyond any applicable cure period.

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. **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.
19. **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 a termination under this provision, the County is entitled to pursue any available legal remedies.

20. **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.

21. **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.
22. **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. Contractor will notify 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.
23. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County reasonably 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.
24. **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".
25. **Nondisclosure** – Each party 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. Neither party shall use or disclose any identifying information for any other purpose other than carrying out the party's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the expiration or 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 non-public 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, equipment specifications, user lists, passwords, research data, and technology data that is marked as "confidential" and disclosed by one party to the other. Confidential information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally or visually, shall be reduced to writing and marked as confidential within ten (10) days after disclosure. Confidential information shall not include information which: (a) is or later becomes available to the public through no fault of the receiving party, (b) which the receiving party can demonstrate was in its possession before receipt, (c) is disclosed to the receiving party without restriction on disclosure by a third party who has the lawful right to disclose such information, (d) is independently developed without use of any confidential information by employees of the receiving party without use of or reliance upon confidential information, or (e) is required by law, regulation, or order of court to be disclosed by the receiving party; provided, however, prior to disclosing confidential information of the disclosing party, the receiving party shall first notify the disclosing party and allow the disclosing party an opportunity to prevent disclosure.

26. **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.

27. **Ownership of Documents** – All final documents, data, products, graphics, computer programs and reports prepared by Contractor specifically for the County in connection with the performance of the Services under the Contract (“Work Product”) shall be considered property of the County upon payment for services (and product, if applicable). All such Work Product shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such Work Product. Notwithstanding the foregoing, Contractor shall retain all right, title, and interest in all intellectual property created by Contractor prior to the effective date of this Contract or developed outside the scope of this Contract (“Pre-Existing IP”) and will remain the exclusive property of Contractor even if Contractor’s Pre-Existing IP is embedded or otherwise incorporated into any Work Product or used to develop such Work Product. Contractor hereby authorizes the County to have access to and make use of Contractor’s Pre-Existing IP as is appropriate for the performance by the County of its obligations under this Contract. The County receives no further authorization, permission, or license to use Contractor’s Pre-Existing IP other than for the County’s compliance with this Contract. Any such authorization, permission or license automatically terminates with the expiration or termination of this Contract. Nothing in this Contract shall confer any right to the County to acquire by assignment or license, exclusive ownership, or use of Contractor’s Pre-Existing IP.
28. **Reserved**
29. **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.
30. **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 accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.
- Contractors expending \$1,000,000 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.
31. **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.
32. **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.
33. **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.

34. **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.
35. **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. 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. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.
- d. Be responsible for monitoring subcontractors annually to determine 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. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

36. **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 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.
37. **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 Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination, including all non-cancelable obligations. 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 specifically created for the County pursuant to the Services performed under this Contract.

38. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions; provided, however, that deadlines shall be reasonably extended for delays caused by force majeure events or other causes beyond the reasonable control of the affected party.
39. **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.
40. **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. 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.

41. **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.
42. **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.

43. **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 County on each periodically required report for the duration of said vacancies and/or problems.
44. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.
45. **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 Complaint and Grievance Procedure (Attachment A) and that each recipient of services provided under this contract has read and received a copy. A signed copy of this document acknowledging the recipient of services' receipt and understanding of the procedure is to be kept on file.

46. **Reserved**
47. **211 Registration** – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way 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 2-1-1 San Bernardino County Inland Empire United Way 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.
48. **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.
49. **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.

50. **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.).
51. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
52. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.
53. **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.
54. **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.
55. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor 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 of federal funds, 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.).

Contractor agrees to report each violation of the Clean Air Act and the Clean Water Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Contractor shall comply with the applicable contract specifications or requirements contained in the federal funding agreement for this Contract, for the use of a specific percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of this Contract. Upon request by the County, Contractor shall provide an estimate of the percentage of the total recovered material content for EPA-designated item(s) delivered and/or uses in

performance of this Contract, including, if applicable, the percentage of post-consumer material content. (See Attachment F)

Procurement of Recovered Materials – If the contract utilizes federal funds, Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

This provision does not apply if the items cannot be acquired –

- a. Competitively within a timeframe providing for compliance with the contract performance schedule.
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Additionally, Contractor agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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.).

- 56. **Copyright** – County shall have a royalty free, and nonexclusive license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all Work Product specifically developed by Contractor for the County pursuant to the Services under this Contract, subject to Contractor's ownership of its Pre-Existing IP. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, specifically created by Contractor for the County pursuant to the Services performed under this Contract shall be made available to the County upon reasonable request prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information reasonably necessary for the County to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable to the Services performed under this Contract, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.
- 57. **Reserved**
- 58. **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.

59. **Reserved**

60. **Reserved**

61. **Reserved**

62. **Reserved**

63. **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. Contractor must immediately provide to the County any notice provided by a consumer to 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. 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).

64. **Child Abuse Reporting** – To the extent applicable, Contractor shall use commercially reasonable efforts to 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.

65. **Elder and Dependent Adult Abuse Reporting** – To the extent applicable, Contractor agrees to and shall use commercially reasonable efforts to comply with the County’s Elder and Dependent Adult Abuse Reporting requirements:

- a. **Who Must Report:** In accordance with 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 <https://www.aginq.ca.gov/download.ashx?IE0rcNUV0zYF4nijeGgt2g%3d%3d>, 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 the 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 elder 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.
66. **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).** In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.
67. **Reserved**
68. **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.

69. **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 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
70. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)** – Contractor has disclosed to the County using Attachment D – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) twelve (12) months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors for twelve (12) months after the County’s consideration of the Contract.
- In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors within the preceding twelve (12) months of the date of the proposed amendment.
- Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of contractor.
71. **Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)** - Contractor certifies that it will not use contract funds to:
- (1) Procure or obtain covered telecommunications equipment or services;
 - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- “Covered telecommunications equipment or services” means those equipment and services defined at 2 C.F.R. §200.16(b).
72. **Domestic Preference for Procurements (2 C.F.R. § 200.322)** - Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
73. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))** - Contractor certifies on Attachment E that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

74. **Combatting Trafficking in Persons** - Contractor shall not engage in any prohibited activities identified in paragraph (b) of Federal Acquisition Regulation 52.222-50, Combating Trafficking in Persons. The County has the right to monitor, detect, and terminate the Contract if it is determined Contractor is engaging in prohibited activities identified at paragraph (b) and to refer such activities to the applicable law enforcement or federal authorities. Contractor shall comply with all requirements in paragraph (c) of Regulation 52.222-50 and immediately notify the County of any activity described in paragraph (d) of Regulation 52.222-50.
75. **Use of Biobased Products** - Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.
76. **Prohibition on Use of Certain Telecommunications and Video Surveillance Services or Equipment** - In performing under this Contract, Contractor shall not utilize that certain telecommunication and video surveillance services or equipment specified in Federal Acquisition Regulation 52.204-25.
77. **Service Contract Labor Standards** - To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

D. TERM OF CONTRACT

1. This Contract is effective as of August 5, 2026, and expires August 4, 2029, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one (1) year periods by mutual agreement of the parties
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. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Except for Contractor's Pre-Existing IP, 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 ten (10) Preschool Services Department sites for California Teaching Pyramid training, four (4) Early Head Start and six (6) Head Start.
2. Recommend ten (10) PSD staff to attend Training of Trainers modules and to support identified staff by providing time and location for completion of Trainer Certification process.

3. Recommend between 25 to 40 PSD staff to go through Training of Coaches modules and to support identified staff by providing time and location for completion of Coach Certification Process.
4. Provide a meeting space that can accommodate Contractor staff, so they are comfortably seated at tables. The County will also provide sign-in sheets and audio-visual equipment, including a projector, screen, and sound system (for video clips and presenters). The training dates are spread over an eight (8) to ten (10) month period to allow for practice on each of the specific areas of focus.
5. Compensate Contractor, per provisions as outlined in Section F of this Contract.
6. Work cooperatively with the Contractor to ensure curriculum fidelity that will support the needs of the program.
7. Designate an individual(s) to serve as the primary point of contact for the outline subscription, and who will serve as the Administrator on behalf of PSD.
8. Accept and in-kind contribution(s) from the Contractor towards PSD's in-kind requirement.

F. FISCAL PROVISIONS

1. The maximum amount payable under this Contract shall not exceed \$1,347,800, of which \$1,213,020 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. Invoices shall be issued monthly by the fifteenth (15th) day of the month after services are rendered, and with a net sixty (60) day payment term. Invoices shall include the corresponding SAP number, Contract number, and/or Purchase Order number stated on the invoice. Invoices shall be submitted to psdaccountspayable@psd.sbcounty.gov.
3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. 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.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
7. 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.
8. 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.

9. 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.
10. Contractors that elect to use the flat de minimis rate must:
 - a. Have never held a negotiated rate,
 - b. Not be a state or local government or Indian Tribe receiving over \$35 million in direct federal funding, and
 - c. Use the rate consistently across all federal awards until such time Contractor chooses to negotiate a different rate.

The fifteen percent (15%) rate is not an additional amount over and above the total awarded contract dollar amount.

The rate shall be based off the MTDC, meaning all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subcontracts up to the first \$25,000.

MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs.

For additional information, please refer to Office of Management and Budget (OMB) 2 CFR 200.412 – Classification of Costs at [2CFR § 200.412 - Classification of costs. – Content Details – CFR-2024-title2-vol1-sec200-412](#) and 2 CFR 200.68 – Modified Total Direct Costs at [2 CFR § 200.68 - Modified Total Direct Cost \(MTDC\). – Content Details – CFR02921-title2-vil1-sec200.68](#).

11. Upon written demonstration of need by Contractor and at the option of County, funds may be advanced to Contractor by County upon approval of the Assistant Executive Officer. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph 1 of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.
12. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; 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. Prior

to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County 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. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) 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.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – The Contractor agrees to indemnify and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all third-party claims, actions, losses, damages and/or liability arising out of the negligent acts, errors or omissions or willful misconduct of Contractor or its employees, arising from the performance of Contractor's obligations under this Contract except where such indemnification is prohibited by law or such third-party claim arises directly from the County's Sole negligence or willful misconduct.
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. 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 to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim 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. **Reserved**
- g. **Reserved**
- h. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

- 1. The County, State and Federal government shall have absolute right, upon reasonable prior written notice and at mutually agreeable times during regular business hours, to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items directly related to Contractor’s performance under this Contract as reasonably requested, and to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give reasonable cooperation in any auditing or monitoring conducted. Contractor shall reasonably cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all applicable and reasonable reporting requirements established by the County and set forth in this Contract.

2. All records pertaining to services delivered and all fiscal, statistical and management books and records directly related to Contractor's performance under this Contract 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 shall not be subject to review or audit under this Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or, if required under this Contract, turned over to County. If said records are not made available at the scheduled monitoring visit due to Contractor's unreasonable failure to cooperate, Contractor may, at County's option, be required to reimburse County for reasonable documented expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including reasonable travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall reasonably cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all applicable and reasonable 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 unreasonably interfere with or unduly delay the work of the Contractor.
5. Upon County's reasonable written request, Contractor shall provide the County with existing audited financial statements, Single Audit reports, or other financial documentation reasonably sufficient to verify expenditures under this Contract. If the County reasonably determines that a separate audit specific to this Contract is required by applicable law, funding source requirements, or due to identified material financial noncompliance, Contractor shall hire a licensed Certified Public Accountant, reasonably acceptable to both parties, to prepare and file with County a certified fiscal audit of related expenditures during the term of the Contract. Any such audit shall be limited to matters directly related to Contractor's performance under this Contract. The County shall bear the cost of any separate audit unless material financial noncompliance by Contractor is identified.
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 System Award Management Assistance Listing 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 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	WestEd
UEI	074653882

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a material problem or potential material problem that could reasonably be expected to impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within a reasonable time after becoming award of such issue, in writing and, where appropriate, by telephone.
2. Failure by Contractor to comply with any material provisions, covenants, requirements or conditions of this Contract shall constitute a material breach of this Contract.
3. In the event of a material breach by Contractor that remains uncured after written notice from the County specifying the nature of the breach and providing Contractor at least thirty (30) days to cure (or such longer period as reasonably necessary if the breach is not reasonably capable of cure within thirty (30) days and Contractor is diligently pursuing cure), County may, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor an additional mutually acceptable reasonable period of time within which to cure the breach; and/or
 - b. Discontinue reimbursement to Contractor only for the specific Services materially affected by the uncured breach during the period of nonperformance provided Contractor shall remain entitled to payment for satisfactory Services properly performed; and/or
 - c. Withhold funds reasonably related to the uncured breach pending resolution of the breach; and/or
 - d. Offset against any monies due to Contractor but yet unpaid by County those monies determined to be properly disallowed under this Contract; and/or
 - e. Terminate this Contract for material uncured breach upon written notice to Contractor. In the event of such termination, the County shall pay Contractor for all Services satisfactorily performed and all non-cancelable obligations incurred through the effective date of termination.
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. 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. 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
ATTN: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
Email: hsasdcontractsunit@hss.sbcounty.gov

WestEd
ATTN: Contracts Management Department
730 Harrison Street
San Francisco, CA 94107
Phone: 415-615-3136
Email: contracts@wested.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.

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

WestEd

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

By ►

(Authorized signature - sign in blue ink)

Name Lauren Wrotniak
(Print or type name of person signing contract)

Title Senior Director, Contracts and Grants
(Print or Type)

Dated: _____

Address 730 Harrison Street
San Francisco, CA 94107

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Lisa Rivas-Ordaz, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Arlene Molina, Director
Preschool Services Department

Date _____

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

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

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

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

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

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

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

2. Forward the written complaint/grievance to:

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

Time frame: Within 1 week of Step 1.

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

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

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

Time frame: Within 1 week of Step 2.

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

GRIEVANCE PROCEDURE CERTIFICATION

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

Signature of Services Recipient

Date

**VENDOR ASSURANCE OF COMPLIANCE WITH
SAN BERNARDINO COUNTY
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT WESTED

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 22, California Code of Regulations Section 98000 – 98413; 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 financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT 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) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
730 Harrison Street San Francisco, CA 94107

Address of vendor/recipient

Vendor/Recipient Authorized
Representative's Signature



N. The CA Teaching Pyramid Framework:

Supporting Social-Emotional Competence and Preventing
Challenging Behavior in Young Children

Continuing Professional Development on the CA Teaching Pyramid

August 5, 2026- August 4, 2029

The **National Center for Pyramid Model Innovations** formerly operating as the **Center on the Social and Emotional Foundations for Early Learning (CSEFEL)** is a national center focused on strengthening the capacity of child care, Head Start, and special education programs to improve the social and emotional outcomes of young children. The Center developed and disseminated the *Teaching Pyramid*, a systematic framework of evidence-based, user-friendly practices to help early childhood educators meet the needs of the growing number of children with challenging behaviors and mental health concerns. The *Teaching Pyramid* approach incorporates early childhood Positive Behavior Support to promote healthy social-emotional development, support children's appropriate behavior, prevent behavior that is challenging, and address behavior issues.

Under the California Collaborative on Social Emotional Foundations for Early Learning (CA CSEFEL), WestEd, San Marcos Office (WestEd) has adapted the materials specifically for use in California and provides training and technical assistance on this comprehensive, program-wide *CA Teaching Pyramid* approach to districts and organizations. For more information, please see <http://www.CAinclusion.org/teachingpyramid>.

Over the past five years, WestEd has supported comprehensive professional development on the CA Teaching Pyramid for the County of San Bernardino Preschool Services Department (PSD). Many of the activities focused on building internal capacity for training and coaching while supporting leadership activities. This proposal is intended to support sustainability for continued program implementation and increase ability to collect meaningful data.

A. Continued Work with the Leadership Team

1. Facilitate regular meetings for sustainability and scale-up of CA Teaching Pyramid work in the program.
2. Infuse and align CA Teaching Pyramid practices into existing policies and procedures.
3. Document implementation of the CA Teaching Pyramid across the agency.
4. Training for managers, administrators, and site supervisors on Champion Check-in, Spotlight, and use of Inventory of Practice for sustainability and ongoing support to staff.

B. Training Activities

1. Guide implementation of professional development related to the CA Teaching Pyramid for new cohorts as well as previously trained staff.
 - a. Provide or support internally authorized trainers to conduct three Going Deeper Trainings per year.
 - b. Support the Apprentice Trainers in person for up to two cohorts of training each year.
 - c. Guide and oversee authorized coaches providing coaching to Family Child Care providers who are enrolled in WestEd/CDSS CA Teaching Pyramid for Family Child Care.
2. Continue to provide training of trainers and coaches to promote sustainability.
 - a. Enroll up to 10 coaches in the Coaching at the Top of the Pyramid Institute and Practicum.
 - b. Enroll up to 5 new trainers in the CA Teaching Pyramid Training for Trainers each year

- c. Enroll up to 8 new coaches in the CA Teaching Pyramid Training for Coaches each year
 - d. Enroll up to 3 trainers and 3 new coaches each year in the CA Teaching Pyramid Training for Trainers & Coaches for Home-Visiting Programs.
3. Provide materials for training activities each year.
- a. Up to 150 *CA Teaching Pyramid for Preschool OR Infant-Toddler binders* each year.
 - b. Up to 50 *CA Teaching Pyramid for Home-Visiting Programs binders* each year.
 - c. Up to 400 Going Deeper packets each year.
4. Expand the knowledge and training ability of the Generalists (Family Advocates).
- a. Encourage enrollment of generalists into CA Teaching Pyramid module training.
 - b. Include up to 10 people each year in training of facilitators for the CA Teaching Pyramid for Families.
 - c. Operate a Community of Practice for the CA Teaching Pyramid for Families facilitators two times

C. Support for Authorized Coaches and Trainers

- 1. Facilitate a Pyramid Pals (Community of Practice) quarterly to bring together all who have been authorized to train and/or coach to discuss implementation and share ideas.
- 2. Staff who have been authorized as coaches on the CA Teaching Pyramid will participate in one half-day reflective practice cadre each semester facilitated by a WestEd Mentor Coach.
- 3. Staff who have been authorized as trainers on the CA Teaching Pyramid will participate in one half-day reflective practice cadre each semester facilitated by a WestEd Mentor Trainer.

D. Data Collection and Support

- 1. PSD staff will continue to conduct Classroom Snapshots on all classrooms each spring.
 - a. WestEd will provide a brief scoring refresher for the team prior to the Classroom Snapshots.
 - b. WestEd will help compile the data from the Classroom Snapshots to help target direct coaching and training of the classrooms.
- 2. Up to 30 classrooms each year will be selected to receive an assessment on the Teaching Pyramid valid and reliable tools:
 - a. Teaching Pyramid Observation Tool (TPOT) for classrooms with children over age 2 years. WestEd with PSD will conduct the TPOT assessments on selected classrooms and provide comprehensive TPOT reports.
 - b. Teaching Pyramid Infant Toddler Observation Scale (TPITOS) for classrooms with children under 2 years of age. WestEd will conduct the TPITOS assessments on selected classrooms and provide comprehensive TPITOS reports
- 3. WestEd will provide training on the TPOT to a group selected by PSD, oversee their assessment of the classrooms.

Cost

The cost estimate for these activities is outlined below. This would be invoiced and paid as activities or services occur on a monthly basis.. Please ensure invoices reflect the descriptions for each item listed; training activities should list which training type as well as the dates the activities took place. *Please note: Prices are subject to change if there are modifications in the scope of work or if the services are not completed during the contract period.*

Year 1

Item #	Item Description	Unit	Price/Unit	Subtotal
1	Leadership Team Activities: Facilitating Meetings for sustainability and scale up of Ca Teaching Pyramid that includes infusing and aligning Ca TP practices into existing policies & procedures, documenting implementation across the agency and training managers, administrators and site supervisors.	12	\$6,800	\$81,600
2	Training Activities: Up to 3 Going Deeper on the Ca Teaching Pyramid for internally authorized trainers.	3	\$7,000	\$21,000
3	Training Activities: Top of the Pyramid Training for up to 10 Authorized Trainers/Coaches per year	1	\$7,000	\$7,000
4	Training Activities: Training for Trainers and Coaches (Preschool, Infant/Toddler, or Home Visitor) for up to 19 new PSD staff	19	\$4,200	\$79,800
5	Training Activities: Training of Facilitators of the Ca Teaching Pyramid for Families for up to 10 PSD staff	1	\$7,000	\$7,000
6	Up to 200 Module Binders for Coaches (Preschool, Infant/Toddler, or Home Visitor)	200	\$77	\$15,400
7	Up to 400 packets for Going Deeper trainings	400	\$18	\$ 7,200
8	Support for Authorized Coaches and Trainers (Pyramid Pals (community of practice) quarterly meetings and ½ day trainings for coaches and trainers	16	\$3,500	\$ 65,000
9	Data Collection and Reports: Up to 10 PSD staff trained on the TPOT 60 Days from WestEd staff in year 1	30	\$4,475	\$134,250
10	Up to 10 TPOT Observation tools booklet	10	\$90	\$ 900
11	Up to 10 TPOT Observation scale materials	10	\$35	\$350
13	DRDP In-Person Training: 50 or fewer participants and delivered in a one-day, in-person format (8:00 a.m. – 4:00 p.m., including breaks). Additional costs may apply for customized events or locations far from the airport. WestEd requires at least two weeks' notice for cancellations of in-person trainings.	3	\$5,000	\$15,000
16	Meaningful Observation for the DRDP (In-Person in CA): 50 or fewer participants and delivered in a one-day, in-person format (8:00 a.m. – 4:00 p.m., including breaks). Additional costs may apply for customized events or locations far from the airport. WestEd requires at least two weeks' notice for cancellations of in-person trainings.	3	\$5,000	\$15,000
17	Planning with Data Training (Virtual Series): Up to 30 participants and delivered via Zoom in two 3-hour sessions. Virtual training includes one hour of required pre-work that must be completed prior to the training	1	\$3,000	\$3,000
19	Desired Results Certified Trainer Institute (CTI): Up to eight participants eight-session virtual training that prepares participants to become certified DRDP trainers. Includes presentation skills, co-training, and certification. Certified trainers may deliver DRDP trainings within their agency and must attend quarterly update webinars to maintain certification.	8	\$6,500	\$52,000
TOTAL BUDGET				\$504,500

Year 2

Item #	Item Description	Unit	Price/Unit	Subtotal
1	Leadership Team Activities: Facilitating Meetings for sustainability and scale up of Ca Teaching Pyramid that includes infusing and aligning Ca TP practices into existing policies & procedures, documenting implementation across the agency and training managers, administrators and site supervisors.	12	\$6,955	\$83,460
2	Training Activities: Up to 3 Going Deeper on the Ca Teaching Pyramid for internally authorized trainers.	3	\$7,300	\$21,900
3	Training Activities: Top of the Pyramid Training for up to 10 Authorized Trainers/Coaches per year	1	\$7,300	\$7,300
4	Training Activities: Training for Trainers and Coaches (Preschool, Infant/Toddler, or Home Visitor) for up to 19 new PSD staff	19	\$4,355	\$82,745
5	Training Activities: Training of Facilitators of the Ca Teaching Pyramid for Families for up to 10 PSD staff	1	\$7,300	\$7,300
6	Up to 200 Module Binders for Coaches (Preschool, Infant/Toddler, or Home Visitor)	200	\$77	\$15,400
7	Up to 400 packets for Going Deeper trainings	400	\$18	\$7,200
8	Support for Authorized Coaches and Trainers (Pyramid Pals (community of practice) quarterly meetings and ½ day trainings for coaches and trainers	16	\$4,242.50	\$67,880
9	Data Collection and Reports: Up to 10 PSD staff trained of the TPOT 60 Days from WestEd staff in year 1	15	\$6,071	\$91,065
10	Up to 10 TPOT Observation tools booklet	10	\$90	\$900
11	Up to 10 TPOT Observation scale materials	10	\$35	\$350
19	Desired Results Certified Trainer Institute (CTI): Up to four participants eight-session virtual training that prepares participants to become certified DRDP trainers. Includes presentation skills, co-training, and certification. Certified trainers may deliver DRDP trainings within their agency and must attend quarterly update webinars to maintain certification.	4	\$6,500	\$26,000
TOTAL BUDGET				\$411,500

Year 3

Item #	Item Description	Unit	Price/Unit	Subtotal
1	Leadership Team Activities: Facilitating Meetings for sustainability and scale up of Ca Teaching Pyramid that includes infusing and aligning Ca TP practices into existing policies & procedures, documenting implementation across the agency and training managers, administrators and site supervisors.	12	\$8,082	\$96,984
2	Training Activities: Up to 3 Going Deeper on the Ca Teaching Pyramid for internally authorized trainers.	3	\$7,600	\$22,800
3	Training Activities: Top of the Pyramid Training for up to 10 Authorized Trainers/Coaches per year	1	\$7,600	\$7,600
4	Training Activities: Training for Trainers and Coaches (Preschool, Infant/Toddler, or Home Visitor) for up to 19 new PSD staff	19	\$4,582	\$87,058
5	Training Activities: Training of Facilitators of the Ca Teaching Pyramid for Families for up to 10 PSD staff	10	\$7,600	\$7,600
6	Up to 200 Module Binders for Coaches (Preschool, Infant/Toddler, or Home Visitor)	200	\$79	\$15,800
7	Up to 400 packets for Going Deeper trainings	400	\$19	\$7,600
8	Support for Authorized Coaches and Trainers (Pyramid Pals (community of practice) quarterly meetings and ½ day trainings for coaches and trainers	16	\$4,4232.06	\$70,913
9	Data Collection and Reports: Up to 10 PSD staff trained of the TPOT 60 Days from WestEd staff in year 1	15	\$6,313	\$94,695
10	Up to 10 TPOT Observation tools booklet	10	\$90	\$900
11	Up to 10 TPOT Observation scale materials	10	\$35	\$350
19	Desired Results Certified Trainer Institute (CTI): Up to three participants eight-session virtual training that prepares participants to become certified DRDP trainers. Includes presentation skills, co-training, and certification. Certified trainers may deliver DRDP trainings within their agency and must attend quarterly update webinars to maintain certification.	3	\$6,500	\$19,500
TOTAL BUDGET				\$431,800

* Inclusive of staff time, travel, materials, and infrastructure (accounting, secretarial, admin.)

For more information, please contact Linda Brault, Project Director at lbrault@wested.org or Jeff Gibbons, Project Manager, at jgibbon@wested.org.



Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy.
- Contracts with labor unions regarding employee salaries and benefits.
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two (2) or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less.
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

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

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

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

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

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

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

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

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

Company Name	Relationship
N/A	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

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

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

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

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

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

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors within the prior twelve (12) months, by any of the individuals or entities listed in Question Nos. 1-8?

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

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

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

Name of Contributor: N/A

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

Amount(s): N/A

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors, while award of this Contract is being considered and for 12 months after a final decision by the County.

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, WestEd, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lauren Wrotniak, Senior Director, Contracts and Grants
Name and Title of Contractor's Authorized Official

Date