



Contract Number

SAP Number

## Preschool Services Department

Department Contract Representative	Jeff D'Avanzo
Telephone Number	(909) 386-8314
Contractor	Child Care Resource Center
Contractor Representative	Cynthia Renteria
Telephone Number	(818) 717-1000, ext. 4650
Contract Term	July 1, 2020 – June 30, 2023
Original Contract Amount	\$4,474,824
Amendment Amount	N/A
Total Contract Amount	\$4,474,824
Cost Center	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The County of San Bernardino, hereafter referred to as "County", desires to provide Early Head Start-Child Care Partnership subsidy payments, mentoring, and training services; and

**WHEREAS**, County has been allocated funds by the Federal Administration for Children and Families to provide such services; and

**WHEREAS**, County finds Child Care Resource Center, hereafter referred to as "Contractor", qualified to provide such services; and

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

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

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PROCEDURE

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## I. DEFINITIONS

- A. Administration for Children and Families (ACF) – The federal agency that provides funding and guidelines for the operation of the Head Start program.
- B. Ages and Stages Questionnaire Volume 3 (ASQ 3) – A Developmental Screening tool for children ages 4 weeks to 5 ½ years old. ASQ-3 screens and assesses the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, and personal-social skills. It is used to identify children that would benefit from in-depth evaluation for developmental delays.
- C. Ages and Stages Questionnaire Social Emotional (ASQ S/E) – Research validated screening system that helps assess children’s social emotional development.
- D. Child Care Resource Center (CCRC) – CCRC has been operating since 1976. CCRC administers a variety of early learning contracts through federal, state, and locally funded grants. CCRC has been a resource to family child care and center based EHS-CCP Providers, providing coaching, mentoring, and referrals, has operated a child care financial assistance program, making payments to EHS-CCP Providers through state funded subsidy programs, since its inception.
- E. Child Care Center EHS-CCP Providers – A child care center licensed under Title 22 Regulations with the California Department of Social Services Community Care Licensing Division is a child care facility of any capacity, other than a family child care home as defined in Section 102352f. (1), in which less than twenty-four (24) hour per day nonmedical care and supervision are provided to children in a group setting.
- F. Classroom Assessment Scoring System Infants & Toddlers (CLASS) – Required by the Head Start Act Section 641A(c)(2)(F), CLASS is a valid and reliable research-based observational instrument that assesses classroom quality. The assessment is accomplished on three (3) broad domains, which are scored separately, that include a total of ten (10) dimensions of teacher-child interactions that are linked to positive child outcomes.
- G. Early Head Start – Child Care Partnerships Grant (EHS-CCP) – A new competitive grant opportunity to support the partnering of Early Head Start Programs with child care EHS-CCP Providers.
- H. Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA) – Performance standards for determining eligibility, recruiting, selecting, enrolling, and monitoring attendance. Defines how a Head Start program recruits, selects, and enrolls children and families. Programs are responsible for assessing their communities and recruiting children and families who are most in need, including families below the poverty line, children with disabilities, families that are homeless, and pregnant women.
- I. Equipment – A capital asset having a life expectancy of one (1) year or more and a per unit cost equal to or greater than the capitalization threshold established by Contractor. Examples include furniture, vehicles, machinery and furnishings.
- J. Family Child Care – A family childcare home licensed under Title 22 Regulations with the California Department of Social Services Community Care Licensing Division regularly providing care, protection and supervision of children, in the caregiver’s own home, for periods of less than twenty-four (24) hours per day, while the parents or authorized representatives are away.
- K. Family Child Care Environmental Rating Scale (FCCERS) – A program quality assessment instrument designed for family child care EHS-CCP Providers serving children from infancy to 5 years of age.
- L. Head Start Program Performance Standards – Rules and regulations governing the federally funded Head Start and Early Head Start Programs.

- M. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- N. Infant/Toddler Environmental Rating Scale (ITERS) – Program quality assessment instrument designed for children ages 6 weeks to 3 years in classrooms with infant/toddler teacher interactions.
- O. Life Skills Progression (LSP) – An outcome measurement instrument designed for use by programs serving low-income parents of children ages zero (0) to three (3) years, but it can extend to age 60 months. There are 43 parent and child scales, which describe a spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.
- P. Non-Federal Share – A contribution of services, goods, or cash expended for an allowable Head Start program cost. Non-Federal Share must be verifiable from a Contractor's records, must not be used as a match for any other federally funded program, must be allowable under applicable cost principles, and must not be funds received under any other federal program.
- Q. Parent Involvement – Parents of enrolled children are encouraged to become involved in the program as volunteers and decision-makers.
- R. Policy Council – A Policy Council is a group composed of elected representatives from each Head Start site in the County, including parents, contractors, Delegate Agencies, and community representatives. For sites offering Head Start and Early Head Start services, one (1) parent must be elected to represent each program.
- S. San Bernardino County Preschool Services Department (PSD) – Head Start/State Preschool Programs have been operating in the County since 1965. Since 1999, the San Bernardino County PSD has provided these programs through a combination of direct and contracted services. PSD administers the federally funded Head Start/Early Head Start/State Preschool Programs and Home Based Services at sites throughout the County. The primary function of the department is to provide subsidized child care and educational instruction for children ages zero (0) to five (5) years from low-income families.
- T. Self-Assessment – PSD shall conduct an annual assessment of the program. A team is identified to evaluate and assess the program using the current Head Start Monitoring Protocol.
- U. Subcontractor – A person or business that contracts to provide some service necessary for the performance of another's contract.
- V. Training and Technical Assistance (T&TA) – A system to support program staff in bringing best practices into agency systems and services to promote continuous program improvement.
- W. Vendor – A person or business that provides expendable goods and supplies.

## **II. CONTRACTOR SERVICE RESPONSIBILITIES**

Contractor shall ensure:

- A. Family child care EHS-CCP Providers and/or center-based child care EHS-CCP Providers perform all activities for the EHS-CCP Program, as approved in the ACF grants to the County, in accordance with the Federal Performance Standards, and/or Community Care Licensing regulations (CCR Title 22), in a satisfactory manner, for the designated service areas below:
  - 1. High Desert area- 68 infants and toddlers.
  - 2. San Bernardino Valley area - 40 infants and toddlers.

- B. The needs of working families are met by providing no less than 1,380 hours of service to children and their families. Service hours are considered direct services to children and do not include home visits, parent-teacher conferences, or professional development days.
- C. Performance ratio meets the following requirements:
  - 1. Center-Based – Classes must have two (2) qualified teachers with no more than eight (8) children or three (3) qualified teachers with no more than nine (9) children. Each teacher must be assigned consistent, primary responsibilities for no more than four (4) children to promote continuity of care for individual children.
  - 2. Family Child Care (FCC) – If the family child care provider's own children under the age of ten are present, they must be included in the group size.  
  
 When there is one (1) family child care provider, the maximum group size is six (6) children and no more than two (2) of the six (6) may be under 24 months of age. When there is a provider and an assistant, the maximum group size is twelve (12) children with no more than four (4) of the twelve (12) children under 24 months of age. One (1) family child care provider may care for up to four (4) children younger than 36 months of age with a maximum group size of four (4) children, and no more than two (2) of the four (4) children may be under 18 months of age. The program must maintain appropriate ratio during all hours of program operation. A program must ensure providers have systems to ensure the safety of any child not within view for any period.
- D. Children and families currently served in Contractor's subsidy programs are identified for potential eligibility in the EHS-CCP program. Enroll children in the EHS-CCP program as appropriate.
- E. Initial eligibility for the EHS-CCP program for families referred by PSD is evaluated and determined.
- F. Continuous recruitment efforts are made to identify potentially qualified families to participate in the EHS-CCP program and meet the enrollment requirements of the grant.
- G. Eligible families are referred to participating EHS-CCP family child care (FCC) Providers or child care centers in a location that meets the needs of each family.
- H. Family files are maintained for continued eligibility.
- I. Monthly payments to EHS-CCP Providers are made based on eligibility to the EHS-CCP.
- J. PSD is notified regarding enrollment and specific eligibility changes in the event of an eligibility change that affects the EHS-CCP enrollment needs. PSD shall be notified within 48 hours of any vacancy that needs to be filled to maintain full enrollment in the EHS-CCP program.
- K. Family child care EHS-CCP Providers/child care centers are recruited to participate in the EHS-CCP program.
- L. Family Child Care providers must have previous early child care experience and, at a minimum, are enrolled in a Family Child Care CDA program or state equivalent, or an associate or baccalaureate degree program in child development or early childhood education prior to beginning services, and the credential or certification must be acquired within eighteen (18) months of beginning to provide services. (45 CFR §1302.91(e)(4)(i))

A child development specialist, as required for family child care in §1302.23(e), must have, at a minimum, a baccalaureate degree in child development, early childhood education, or a related field. (45 CFR §1302.91(e)(4)(ii))

- M. Professional Development Coaches will provide instructional support, mentoring, and coaching to EHS-CCP Providers.
- N. A coaching/mentoring plan will be created and administered for a total of 720 hours of in-person coaching to occur per program year. Said coaching includes bi-weekly, face-to-face coaching and mentoring for all participating FCC providers or child care centers to meet the EHS-CCP requirements and provide guidance for continuous improvement of the quality standards. These coaching opportunities include creating successful environments and positive teacher child interactions to promote growth and development in children; implementation of the evidenced-based curriculum; developing effective lesson plans; conducting quality child observations to inform developmental assessments, and generating required reports.
- O. EHS-CCP Providers are trained on the curriculum, either Creative Curriculum for Infants, Toddlers, and Two's, and the Creative Curriculum for Preschool.
- P. All trainings and/or mentoring documentation include, but are not limited to, sign-in sheets with names of attendees, date of training, duration of training, and copy of training materials. All professional development trainings and attendance shall be documented in the electronic record keeping system.
- Q. Coordination with PSD for comprehensive services to children and families in the EHS-CCP.
- R. Report program outcomes related to the following requirements:
1. Providers Professional Development
  2. Assessments (DRDP)
  3. ECERS/ITERS/FCCERS
  4. Environment Health & Safety
- S. An outcome of any visit from Community Care Licensing to any provider is reported to PSD by fax within twenty-four (24) hours of the visit.
- T. A report for any known or suspected instances of child abuse or neglect and/or any unusual incident reports shall be provided to PSD within twenty-four (24) hours, but prior to the submission to Community Care Licensing, at:
- County of San Bernardino  
Preschool Services Department  
Attn: Licensing Analyst  
Fax: (909) 383-2083
- U. Personnel Records – Prior to entering into an agreement with any family childcare EHS-CCP Providers or childcare centers, Contractor must allow County to review all personnel files on all employees of the child care EHS-CCP Providers and child care centers. Contractor shall maintain records for all child care EHS-CCP Providers and child care centers receiving payment through this Contract to include:
1. Pre-employment physical.
  2. Negative Tuberculosis (TB) test that is current:
    - a. Must be completed within the last two (2) years.

- b. Must be within five (5) years for a chest X-ray.
- 3. Fingerprint Clearance Verification/Fingerprint Exemption Verification.
- 4. Criminal Record Statement LIC 508 (State of California – Health and Human Services Agency).
- 5. Infant/Toddler CPR/First Aid certification and shall be Emergency Medical Services Authority (EMSA) certified.
- 6. Pursuant to California Senate Bill 792, Contractor will maintain vaccination records for employees, providers and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1, 2020 and December 1, 2020, and annually thereafter. An employee, provider or volunteer may qualify for an exemption from the requirements under circumstances specified in the regulation (California Health and Safety Code Section 1596.7995(b)(1)-(4)).
- V. EHS-CCP Providers, both center based and family childcare providers, shall participate in the Child and Adult Care Food Program (CACFP) and provide documentation of said participation, along with food handlers cards for all provider staff that will be serving food.
- W. The following screenings are completed within the established PSD timelines and ensure follow up is completed for any identified concerns:
  - 1. ASQ-3 for the areas of Cognitive, Communication (expressive and receptive), Social Emotional, Physical (gross and fine motor), and Adaptive Behavior.
  - 2. ASQ S/E for the area of Social Emotional.
- X. HEALTH
  - 1. All Center Base Child Care and Family Child Care providers maintain a Health Policy and Procedures Manual. The Manual shall include:
    - a. All health forms currently in use by the provider.
    - b. Procedure on prescription medication for both children and employees, if applicable.
  - 2. All provider staff receives appropriate training on health items related to the children served at their site.
  - 3. Medication shall be maintained in a separate locked cabinet/refrigerator for children and employees, and proper documentation is maintained.
  - 4. EHS-CCP Providers maintain continuous communication with the Program Generalists regarding Health compliance items. EHS-CCP Providers shall collect documentation from parents when appropriate and notify Program Generalist within one (1) day of receiving health documentation. Health documentation to include, but not be limited to:
    - a. Well Baby Exam
    - b. Immunization Record
    - c. TB risk assessment

- d. Hearing screening
- e. Vision screening
- f. Dental exam

Y. NUTRITION

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

Z. MENTAL HEALTH

1. Mental health services trainings are conducted for EHS-CCP Providers.
2. Supervisors and Mentor Coach will attend weekly Interdisciplinary Meetings (IDT) at County.
3. A Service Delivery Team Binder is maintained that includes sign-in sheets and notes of discussions about each child and the recommendations from the service delivery team. Update all information regarding mental health referrals in the electronic record keeping system.
4. Opportunities are provided for mental health trainings to families of enrolled children. Documentation of trainings shall be provided to PSD on a monthly basis. Documentation includes, but is not limited to, flyers, sign-in sheets, agendas, and training materials.
5. Provider assists Generalist in obtaining a completed ASQ S/E from the parent(s)/caregiver(s) within thirty (30) days of the child's first day of care to identify any social-emotional concerns.
6. Provider assists Generalist in obtaining a completed ASQ-3 from the parent(s)/caregiver(s) within thirty (30) days of the child's first day of care to identify any social-emotional concerns.

AA. DISABILITIES

1. A medical assessment will be required of all children within thirty (30) days of enrollment into program, and a vision and hearing screening will be required within forty-five (45) days of enrollment.
2. Contractor in collaboration with County will ensure 10% of the total enrolled children with disabilities are met.

BB. FACILITY REQUIREMENTS (HEALTH & SAFETY)



1. All EHS-CCP Providers regularly maintain a space where license information and community and County resources may be accessed by parents.
2. EHS-CCP Providers operate a facility licensed by the California Department of Social Services, Licensing Division. There must be at least 35 square feet of space per child inside the facility, and 75 square feet of space per child outside on the playground. Equipment must meet current safety requirements. No provider shall be funded before a Center is licensed.
3. EHS-CCP Providers arrange the classrooms/areas into distinct functional learning areas that can be recognized by the children and allow for individual activities and social interactions with an appropriate amount and variety of material and equipment for the number of children.
4. EHS-CCP Providers keep facilities, material, and equipment well maintained, clean, and in good repair.
5. EHS-CCP Providers have sufficient age appropriate equipment, toys, materials that are safe and supportive of the abilities and developmental level of each child.
6. EHS-CCP Providers maintain all furniture and materials in good condition (free of sharp edges and loose pieces). Materials shall be stored in labeled containers on shelves that are accessible to children. Classrooms shall be free of clutter and obstructions, and shall be kept clean, neat, and orderly. Provider shall maintain licensing requirements regarding usable indoor square footage per child in the classroom.
7. EHS-CCP Providers maintain a "soft, cozy, and quiet" area for children. For centers, each classroom must have a "soft, cozy and quiet" area. This area can be accomplished with the use of small area rugs, pillows, stuffed animals, fabric on the walls, curtains, plants, etc.
8. All EHS-CCP Providers are given training on the Environmental Rating Scale appropriate for their program type: ITERS or FCCERS.
9. EHS-CCP Providers conduct and document Fire and Earthquake Drills monthly as per the PSD timelines.
10. EHS-CCP Providers conduct and document Daily Safe Environment checks of all classrooms and facility areas, including office, kitchen, bathroom, and playground.

#### CC. EDUCATION

1. EHS-CCP Providers develop, with the input from the parent(s)/caregiver(s), individual goals for each child that are properly documented, per Head Start Performance Standards and PSD timelines.
2. EHS-CCP Providers document and record ongoing observations of children's strengths, concerns, interests, and progress in a child's portfolio, per Head Start Performance Standards and PSD timelines.
3. Weekly Lesson Plans are developed based on observations of children's interests, goals, and parent input, such as "My Daily Report," a daily report for eating habits and a diapering schedule.
4. EHS-CCP Providers complete a DRDP 2015 assessment at Learning Genie, for each child enrolled based on the established PSD timelines. Following the finalization of each

DRDP assessment, a designated Individual Child Report will be printed and filed in the Child's file.

5. EHS-CCP Providers engage parents in school to home activities to maximize Non-Federal Share reporting.
  6. EHS-CCP Providers are trained on the CLASS tool and a professional development plan is created with each provider based on their CLASS scores and individual needs.
  7. EHS-CCP Providers complete a DRDP assessment Summary of Findings for each classroom per the PSD timelines including social-emotional development approaches to learning (visual and performing arts/initiative, cooperation, and curiosity), language and literacy, English language development, cognition, and general knowledge (history/social science, science, mathematics), physical development, and health.
  8. EHS-CCP Providers complete a DRDP Site Action plan within one week of the Summary of Findings, including Parent Surveys, ITERS, FCCERS, and CLASS scores, if applicable.
  9. EHS-CCP Providers work with PSD teachers to complete a transition plan for each child 6 months prior to the child turning 3 years of age. The transition plan shall be reviewed with the parent a minimum of two (2) times prior to the child's transition into any program the child may transition into that meets the needs of the family.
  10. EHS-CCP Providers assist with completion of an additional ASQ-3 within thirty (30) days of the child's third birthday, if a child has an IFSP, for transition from IRC to the LEA.
  11. EHS-CCP Providers post the current Weekly Lesson Plan in the classroom on Monday morning of each week. The Lesson Plan must include both indoor and outdoor activities and individual children's goals.
  12. Provider/Mentor Coach will conduct at least two (2) parent conferences and two (2) home visits per program year to engage the parents in the child's learning and development, except that such visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant hazard for staff; it shall be documented in the County electronic record keeping system. Each contact shall be documented on a DRDP Child Development Form.
  13. Mentor Coaches shall attend the bi-annual Health Advisory meeting. The Health Education Specialist will notify Contractor by formal invitation.
  14. Contractor mentors attend the monthly scheduled Planning and Communication (PAC)/Program Services/Site Supervisor meetings held the 2nd Friday of each month at the Behavioral Health Resource Center, 850 E. Foothill Boulevard, Rialto, CA 92376. Should the location or date of the meeting change, contractor shall be notified within one (1) week of scheduled meeting.
  15. Monthly staff meetings are conducted based on the PSD timelines.
- DD. Contractor shall submit such reports as may be required by ACF Head Start Performance Standards or by the County, according to, but not limited to, the following schedule:
1. Attendance Reports – Due the 5<sup>th</sup> calendar day of each month. Attendance reports shall include submission of daily classroom sign in/out sheets. The attendance reports shall be fully reviewed by the Site Supervisor/Manager to ensure that attendance accurately agrees with the classroom sign in/out sheets.

2. Federal year-end estimation of final expenditures – Due annually to PSD by May 31st.
3. Final Financial Reports – Due annually to PSD by August 31<sup>st</sup>.
4. Monthly Financial Reports including invoices – Due to PSD by the 20<sup>th</sup> day of the month following the reporting period.
5. Monthly Education Report including flyers, resources, agendas, sign-in sheets, and minutes of all parent workshops/trainings, and parent and staff meetings.
6. Non-Federal Share (local contributions) is 20% of the annual total revenue received by Contractor – Due monthly by the 10<sup>th</sup> of each month.

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

7. Participant's Records due to PSD within five (5) days following a child's termination of the program.
8. Submit to PSD all Personnel Policies regarding the hiring, evaluation, termination, and compensation of employees that are employed to work on this program. Due to PSD annually by September 1<sup>st</sup>.
9. Any changes in any personnel policy, in regards to employees working on this program, shall be provided to PSD within five (5) working days of said change.
10. Property Inventory – Due to PSD annually by May 31<sup>st</sup> with a certification of physical inventory verified.
11. Immunization Report for Health Department – Shall be input into the state system annually by September 20<sup>th</sup> for all enrolled children.

EE. Contractor Program Administration Responsibilities include:

1. Self-Assessment – Contractor shall cooperate with PSD's annual program self-assessment. Contractor mentors shall conduct training sessions provided by PSD and participate in the self-assessment review completed by PSD. The most current version of the Federal Review protocol, in conjunction with the Infant/Toddler and the Family Child Care Environment Rating Scales, includes the recommended assessment instruments. Once Contractor is provided with a written copy of the results of this assessment, any necessary corrective action shall be completed and submitted to the County within thirty (30) calendar days of receipt of the assessment report, unless there is a health and safety finding, which will require a response within twenty-four (24) hours.
2. Ongoing Monitoring – Contractor shall allow the County to conduct ongoing monitoring of their program to ensure that all applicable Head Start administrative and program Performance Standards are met. Contractor shall utilize the County's system of ongoing monitoring as defined in the County's Service Area Plans and Policies and Procedures. Contractor will provide the County with a corrective action plan on all non-compliance issues within fifteen (15) business days of notification of non-compliance resulting from a monitoring visit.
3. Community Assessment – Contractor shall participate in the planning and design of the Community Assessment. Contractor shall provide such information as requested by the

County and referenced in 45 C.F.R. §1305.3(c) regarding the Contractor's assigned service/recruitment area(s) as well as data on community and family characteristics, within thirty (30) calendar days of request.

4. Program Information Report (PIR) – A Head Start Program report that collects comprehensive data on the services, staff, children, and families served by Head Start programs nationwide. Contractor shall ensure that all PIR areas in the PSD electronic record keeping system, designated by an asterisk, are entered correctly, and updated within five business days of any reported changes. Contractor shall run the PIR report monthly for each site location they serve to monitor the data captured in the PSD electronic record keeping system.
5. Record Keeping and Reporting System – Contractor shall use the PSD automated record keeping and reporting system. Information must be entered daily into the record keeping and reporting system. All data including, but not limited to, assessments, shall be entered within three business days of receipt of the information.
6. Compensation of Head Start Staff – Per Head Start Act Section 653 (a)-(b), no individual shall be paid with Head Start funds if their salary, not including compensation for health, medical, life insurance, disability, retirement, or any other welfare or pension benefit, exceeds \$189,600 per year.
7. Vehicles
  - a. Any vehicles purchased utilizing funds received under this Contract must be titled in the name of San Bernardino County.
  - b. Upon termination of this Contract, all vehicles must be returned to the County and will become the sole property of the County.
  - c. CCRC shall:
    - i. Ensure scheduled maintenance is routinely performed on all vehicles;
    - ii. Obtain and maintain insurance for all vehicles to the extent required by Section III, subdivision W of the Contract. The County retains the right at its sole discretion to obtain additional insurance for any vehicles;
    - iii. Report to the County immediately any accident involving the vehicle and provide additional information as requested; and
    - iv. Ensure only CCRC employees operate the vehicles. Prior to a CCRC employee operating any vehicle hereunder, the employee must complete the County's Driver Awareness training. CCRC must retain records verifying the completion of such training for the duration of this Contract and produce such verifications to the County upon request.

### **III. CONTRACTOR GENERAL RESPONSIBILITIES**

- A. 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 the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
  1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-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 or records, making false statements, or receiving stolen property;
  3. 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 Paragraph (A)(2) herein; and
  4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- E. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- F. 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.
- G. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of the Preschool Services Department through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph W of this Section V. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs S and T of this Section V.

For any subcontractor, Contractor shall:

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

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

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

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

- I. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- J. 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.
- K. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- L. 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.
- M. Contractor will ensure that staff are knowledgeable on the Preschool Services Department Complaint and Grievance Procedure (Attachment B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- N. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

- O. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
1. Read, understand and comply with the Privacy and Security Requirements Summary.
  2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
  4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).
- P. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Q. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- R. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all 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.
  2. 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.
  3. 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.
- S. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any

records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

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

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

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

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

Contractor shall inform all 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 work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

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

- V. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally



qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

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

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

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

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

1. Premises operations and mobile equipment.

2. Products and completed operations.
  3. Broad form property damage (including completed operations).
  4. Explosion, collapse and underground hazards.
  5. Personal injury.
  6. Contractual liability.
  7. \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

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

or

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

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

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations,

information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

- X. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- Y. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- Z. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
  - 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
  - 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any 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 VII of the Civil Rights Act of 1964, the California Fair Housing and Employment 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 Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment C) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
- AA. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- BB. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).

CC. If the amount available to Contractor under this Contract, as specified in Section VII, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

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

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

EE. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

FF. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

GG. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the PSD Director or their designee, and shall include County approved branding.

HH. IRAN CONTRACTING ACT 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 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBaq.JumpTo>) 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 existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

II. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

#### **IV. COUNTY RESPONSIBILITIES**

PSD shall:

A. Provide Support Services to the families, such as health, mental health, nutrition, disability, social, and family support services.

- B. Ensure the following items are up to date and placed in the child's file, including, but not limited to:
  - 1. Documents used to verify children are current and up to date on a schedule of age appropriate preventive and primary health care, which includes medical and dental utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT). EPSDT includes physicals, medical history profile, blood lead questionnaire, hemoglobin, T.B., vision, hearing screenings, blood lead test, blood pressure, and dental (45 CFR §1302.42).
  - 2. Documentation of ongoing health care services for each child (45 CFR §1302.42(d)(2)).
  - 3. Documentation of assistance provided to family in accessing a source of care.
- C. Assist with recruitment efforts on behalf of Contractor to ensure that no more than thirty (30) days has elapsed before a vacancy is filled, in order to maintain full enrollment in the program.
- D. Refer families that may be eligible for services to Contractor.
- E. Assist with Early Head Start eligibility determinations.
- F. Complete all ACF reporting requirements.
- G. Monitor performance of Contractor.
- H. Assist Contractor with developing and implementing the evaluation process and tools to report program outcomes.
- I. Provide CLASS toddler and ITERS/FCCERS reviewers to assess the performance of the family child care and/or child care center EHS-CCP Providers.
- J. Assess the environment and teacher-child interaction of each participating FCC and/or Child Care Center EHS-CCP Providers.
- K. Assess the qualifications, based on education and experience of each participating FCC and/or Child Care Center Provider staff.

## **V. FISCAL PROVISIONS**

- A. The maximum amount of cost reimbursement under this Contract shall not exceed \$4,474,824, of which \$4,474,824 may be federally funded, and shall be subject to availability of 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.
- B. The Contractor shall contribute \$986,706 to the program funds as a required 20% match of the total federal program costs received. Such contributions, known as Non Federal Share, shall be in cash or donated supplies and services, reduced rates for supplies and expenses, fair rental value, and/or volunteer services received. Non-Federal Share may also include other non-federal funds and related expenses that benefit the EHS-CCP program (i.e., Children and Families Commission for San Bernardino County, San Bernardino County Superintendent of Schools, etc.).
- C. PSD shall notify Contractor, in writing, of any modification, payments, delays, or cancellations of the Federal Grant that affect the Program within five (5) business days of PSD's receipt of such notice. If a reduction of PSD's grant funds does not result in the complete unavailability of such funds, the Parties shall use best efforts to amend this Contract accordingly.

- D. Contractor is entitled to receive reimbursement for its actual costs of providing the facilities, goods, and services (collectively 'Services') specified in this contract. Contractor acknowledges and agrees it is not entitled to any payments over and above its actual reimbursable costs of providing Services unless approved by PSD. See Attachment A for Approved Budget. In no event will Contractor receive reimbursement exceeding the amount stated in Section V, Paragraph A, except if it has received prior written authorization from the County, which shall be incorporated into and attached to this Contract.
- E. PSD shall reimburse Contractor for properly documented and allowable costs as approved by this Contract. Reimbursement for services provided shall occur on a monthly basis for approved expenses claimed by Contractor. No later than the twentieth (20<sup>th</sup>) of the month, following the month of service, Contractor shall submit a claim for payment for the reporting month, in a format acceptable to PSD.

Monthly claims will be sent to:

Preschool Services Department  
Attn: Finance Unit  
662 South Tippecanoe Avenue  
San Bernardino, CA 92415-0630

- F. The PSD Finance Unit will approve (as appropriate) the claim for payment processing. Payment shall be limited to approved budget expenses and other conditions that may apply.
- G. The claim shall be submitted on the approved format provided by the PSD Finance Unit and shall include a breakdown for the month of service. The breakdown shall consist of the following:
1. Personnel (including wages and taxes)
  2. Fringe Benefits
  3. Travel
  4. Equipment
  5. Supplies
  6. Contractual – Referring to typical comprehensive
  7. Other Costs – Rent, insurance, training, etc.
- H. A payment shall be processed by PSD no later than sixty (60) calendar days after receipt of an accurate and timely claim for reimbursement from Contractor.
- I. Contractor shall meet the standards for a sound financial management system as set forth in 45 CFR §1302.101(a) and 45 CFR Part 75, et seq., and other applicable federal and state regulations.
- J. Financial Reporting System – Accurate, current, and complete disclosure of the results of the Head Start Program shall be made in accordance with the provisions of Section 45 CFR §1302.102(d)(1)(ii). Financial reporting shall comply with commercial auditing standards for Head Start funded programs and shall be maintained in such a manner as will minimize audit exceptions.

- K. In support of the financial management system, Contractor shall have written accounting procedures, which follow federal and state regulations and provide for consistent reporting of financial transactions.
- L. Contractor shall use the funds for the purpose stated in the Contract. Guidance on allowable and non-allowable costs is outline in 45 C.F.R. part 75.
- M. 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.
- N. 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.
- O. The County agrees to reimburse the Contractor for authorized expenditures as detailed in the Program Budget (Attachment A). The Contractor shall submit a claim for payment for the reporting month no later than the twentieth (20th) calendar day of each month following the month of service. The claim for payment must be in a format acceptable to the County and sufficiently support payment under the County's accounting procedures established or approved by the County's Auditor-Controller/Treasurer/Tax Collector. If the Contractor is deficient, either by failing to provide a claim for payment in a timely manner or failing to provide an accurate claim for payment, such deficiency may result in the nonpayment of funds and/or termination of the contract. Within thirty (30) days, the County shall approve or disapprove payment of the claims. In no event will the Contractor receive reimbursement exceeding the amount stated in Paragraph A of this section, except if it has received prior written authorization from the County Board of Supervisors, which shall be incorporated into and attached to this Contract.
- P. 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.
- Q. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- R. 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 County Executive Officer – Human Services. 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 A 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.
- S. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budget category by more than ten percent (10%) or \$5,000, whichever is less; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Section VII, Paragraph A. The written request must specify the changes requested, by line item and amount, and must include



written justification to meet Federal regulations that anticipated expenses are allowable, necessary and reasonable. Contractor may submit a maximum of three (3) budget revision requests per fiscal year. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The deadline to submit final budget revision requests for the fiscal year is July 15th. 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 stated in Paragraph A of this Section. 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. Should the Contractor's request require Federal government approval, County will notify the Contractor of the funding source's approval or disapproval. Contractor may not take any action on the request without prior written approval from the County. Any action taken by the Contractor prior to receipt of County approval may be grounds for disallowance.

- T. Contractor shall maintain record control over all non-expendable property purchased, including all office machinery and office furniture, regardless of value. Record control means: (1) written records furnishing item description, serial and/or model number, source of the property, who holds title to the property, acquisition cost, the location, use and condition of the property, and document number and date; (2) all pieces of property shall be tagged for purpose of identification; (3) an inventory of property shall be submitted to the County annually no later than May 31st of each year and shall include the date inventory was taken along with the name and signature of the employee performing inventory; (4) no disposal, loss or destruction of property shall be undertaken without prior approval from PSD. Once approved, all loss or destruction of property shall be documented and include the date of disposal or the sales price of the property. Copies of such documentation shall be furnished to the County within thirty (30) days following any occurrence referred to in (4). Non-expendable property is any article having a service life in excess of one (1) year and which cannot be correctly described as either materials or supplies. Title to this property, whether purchased or donated as non-federal share contribution, shall be determined in accordance with ACF guidelines. Any purchase in excess of five hundred dollars (\$500) not approved in the original budget must be approved in writing by the County. County will secure any advance prior approvals of equipment \$500 or more with Federal funds. These amounts are per item, including taxes, shipping, and installation.
- U. Contractor shall establish, implement, and maintain a property management system that meets the requirements of 45 CFR §75.316-323. Disposition or transfers of property purchased with Head Start funds shall be determined by the County when such equipment is no longer needed for Head Start purposes or a program supported by other federal grants or activities not federally assisted that have purposes similar to Head Start. Such determination shall be in accordance with the provisions of 45 CFR §75.320 and must be approved by the County.
- V. Contractor must contact the PSD Fiscal representative for any questions regarding payments. Contractor shall at no time contact the Auditor-Controller/Treasurer/Tax Collector directly regarding payments.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of

- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers 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 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

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

## VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. Contractor must demonstrate compliance with the federal and state requirements such that no deficiency exists in its program. An area or areas of performance in which a Contractor is not in compliance with state or federal requirements, including but not limited to, the Head Start Act or one or more of the regulations under title 45 C.F.R. parts 1301 through 1305 of the Performance Standards, describe non-compliance conditions that may result in a "deficiency designation" and include:
1. A threat to the health, safety or civil rights of children or staff, including a lapse in supervision of any child;
  2. A denial to parents of the exercise of their full roles and responsibilities related to program governance;
  3. A failure to substantially perform the Head Start requirements related to Early Childhood Development and Health Services, Family and Community Engagement, or Program Design and Management;
  4. The misuses of Head Start grant funds;
  5. The loss of legal status or financial viability, as defined in 45 C.F.R. §1304.1, et seq. of the Performance Standards, loss of permits, debarment from receiving federal grants or contracts or the improper use of federal funds; or
  6. Any other violation of federal or state requirements including, but not limited to, the Head Start Act or one or more of the regulations under title 45 C.F.R. parts 1301 through 1305, and the CDE regulations of which the Contractor has shown an unwillingness or inability to correct within the period specified by the County.
  7. Any non-compliance item identified by Community Care Licensing (CCL) that is not corrected within the specified time frame identified by CCL.
- D. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  3. Withhold funds pending duration of the breach; and/or
  4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- E. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## **VIII. TERM**

This Contract is effective as of July 1, 2020 and expires June 30, 2023, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph D, Item 5 of the 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 for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncanceled obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

## **X. GENERAL PROVISIONS**

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

Contractor: Child Care Resource Center  
Attn: Michael Olenick, President and CEO  
20001 Prairie Street  
Chatsworth, CA 91311

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

- B. 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.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

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

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

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) which has 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 the County, unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County when the Contract is terminated. Additional terms are as follows:
1. The purchase of any furniture or equipment which exceeds a single unit cost of five hundred dollars (\$500) and/or was not included in Contractor's approved budget, shall require the prior written approval of County, and shall fulfill the provisions of this Contract which are appropriate and directly related to Contractor's services or activities under the terms of the Contract. County may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from County.
  2. Before equipment purchases made by Contractor are reimbursed by County, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.
  3. Contractor shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly activity report for the month in which the equipment is purchased.
  4. At the termination of this Contract, Contractor shall provide a final inventory to County and shall at that time query County as to requirements, including the manner and method in returning said equipment to County. Final disposition of such equipment shall be in accordance with instructions from County.
- F. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- G. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded

from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- L. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- M. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- N. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.

## **XI. MUTUAL RESPONSIBILITIES**

- A. PSD and Contractor agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. PSD and Contractor agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through PSD and Contractor's mutual chain of command, as deemed necessary.
- C. PSD and Contractor agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.
- D. PSD and Contractor agree to develop procedures for resolving grievances including the specific steps an Early Head Start Family Child Care and/or Child Care Center Provider must follow, and the time limits for resolution.

## XII. CONCLUSION

- A. This Contract, consisting of thirty-one (31) pages and Attachments A through C, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

►  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_  
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  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

Child Care Resource Center  
\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

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

Name \_\_\_\_\_  
Dr. Michael Olenick  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
Chief Executive Officer  
(Print or Type)

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

Address \_\_\_\_\_  
20001 Prairie Street  
\_\_\_\_\_  
Chatsworth, CA 91311

### FOR COUNTY USE ONLY

Approved as to Legal Form

►  
\_\_\_\_\_  
Adam Ebright, County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_  
Jennifer Mulhall-Daudel, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Phalos Haire, Director,  
Preschool Services Department

Date \_\_\_\_\_



## ATTACHMENT A – PROGRAM BUDGET



Operating Expense Analysis FY21  
As of 2/20/20

GABI		BASIC	T&TA	First 5	Proposed FY21 Budget
<b>A</b>	<b>Personnel</b>				
A01	Program Managers & Content Area Experts	\$ 79,866	\$ -	\$ -	\$ 79,866
A11	Other - Family & Community Partn. Personnel	23,143	-	137,845	160,988
A14	PDM - Managers	44,250	-	-	44,250
A16	Clerical Personnel	13,251	-	-	13,251
A17	PDM - Fiscal Personnel	-	-	-	-
A18	PDM - Other Administrative Personnel	-	-	-	-
	<b>Total</b>	<b>\$ 160,510</b>	<b>\$ -</b>	<b>\$ 137,845</b>	<b>\$ 298,355</b>
<b>B</b>	<b>Fringe benefits</b>				
B01	Social Security(FICA),State disability,Unempl.	\$ 16,643	\$ -	\$ 14,292	\$ 30,935
B02	Health/Dental/Life Insurance	17,555	-	15,076	32,631
B03	Retirement	10,132	-	8,687	18,819
B04	Other Fringe	100	-	100	200
	<b>Total</b>	<b>\$ 44,430</b>	<b>\$ -</b>	<b>\$ 38,155</b>	<b>\$ 82,585</b>
<b>C</b>	<b>Travel</b>				
C01	Staff Out-of-Town Travel	\$ -	\$ 8,000	\$ -	\$ 8,000
	<b>Total</b>	<b>\$ -</b>	<b>\$ 8,000</b>	<b>\$ -</b>	<b>\$ 8,000</b>
<b>D</b>	<b>Equipment</b>				
	<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>E</b>	<b>Supplies</b>				
E01	Office Supplies	\$ 3,450	\$ -	\$ -	\$ 3,450
	<b>Total</b>	<b>\$ 3,450</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,450</b>
<b>F</b>	<b>Contractual</b>				
F08	Other Contracts	\$ 892,082	\$ 14,500	\$ -	\$ 906,582
	<b>Total</b>	<b>\$ 892,082</b>	<b>\$ 14,500</b>	<b>\$ -</b>	<b>\$ 906,582</b>
<b>H</b>	<b>Other</b>				
H02	Rent	\$ 45,000	\$ -	\$ -	\$ 45,000
H04	Utilities, Telephone	10,700	-	-	10,700
H05	Building Maintenance/Repair & Other Occupancy	2,500	-	-	2,500
H06	Building & Child Liability Insurance	2,000	-	-	2,000
H08	Local Travel	5,900	200	-	6,100
H15	Publications/Ads/Printing	100	-	-	100
H16	Training or Staff Development	1,000	2,200	-	3,200
H17	Other	9,700	100	-	9,800
	<b>Total</b>	<b>\$ 76,900</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ 79,400</b>
	<b>Indirect Cost</b>				
	10% De Minimis	\$ 113,236	\$ -	\$ -	\$ 113,236
	<b>Total</b>	<b>\$ 113,236</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 113,236</b>
	<b>Subtotal</b>	<b>\$ 1,290,608</b>	<b>\$ 25,000</b>	<b>\$ 176,000</b>	<b>\$ 1,491,608</b>
	<b>Non-Federal Share (NFS)</b>				
	NFS - First 5 Pass Thru 7/1/20 - 6/30/21	\$ 176,000	\$ -	\$ -	\$ 176,000
	<b>Subtotal - NFS - First 5 Pass Thru</b>	<b>176,000</b>	<b>-</b>	<b>-</b>	<b>176,000</b>
	NFS - Other	146,652	6,250	-	152,902
	<b>Total NFS</b>	<b>\$ 322,652</b>	<b>\$ 6,250</b>	<b>\$ -</b>	<b>\$ 328,902</b>
	<b>TOTAL</b>	<b>\$ 1,613,260</b>	<b>\$ 31,250</b>	<b>\$ 176,000</b>	<b>\$ 1,820,510</b>



**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  
ATT: 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 Service Recipient

---

Date

## ASSURANCE OF COMPLIANCE STATEMENT

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

\_\_\_\_\_  
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 11135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

DATE

SIGNATURE

ORGANIZATION

ADDRESS