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SAN BERNARDINO COUNTY

Contract Number
20-145

SAP Number
4400014516

Preschool Services Department

Department Contract Representative	Jeff D'Avanzo
Telephone Number	(909) 386-8314
Delegate Agency	Easter Seals Southern California, Inc.
Delegate Agency Representative	Elizabeth Mulligan
Telephone Number	(657) 242-3523
Contract Term	July 1, 2020 – June 30, 2023
Original Contract Amount	$13,730,472
Amendment Amount	N/A
Total Contract Amount	$13,730,472
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, hereafter referred to as 'County', desires to operate Head Start and Early Head Start Programs throughout the County; and

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

WHEREAS, this Head Start Program is contingent upon continued federal funding, and may be terminated if such funding does not continue at the current rate; and

WHEREAS, County finds Easter Seals Southern California, Inc., hereafter referred to as 'Delegate Agency' qualified to provide these services; and

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

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

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TABLE OF CONTENTS

I. DEFINITIONS 3
II. DELEGATE AGENCY PROGRAM RESPONSIBILITIES 7
III. DELEGATE AGENCY FOOD SERVICE RESPONSIBILITIES 18
IV. DELEGATE AGENCY PROGRAM ADMINISTRATION RESPONSIBILITIES 19
V. DELEGATE AGENCY GENERAL RESPONSIBILITIES 24
VI. COUNTY RESPONSIBILITIES 33
VII. FISCAL PROVISIONS 34
VIII. RIGHT TO MONITOR AND AUDIT 36
IX. CORRECTION OF PERFORMANCE DEFICIENCIES 38
X. TERM 39
XI. EARLY TERMINATION 39
XII. GENERAL PROVISIONS 39
XIII. CONCLUSION 42

ATTACHMENTS

ATTACHMENT A – PROGRAM BUDGET
ATTACHMENT B – CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN
ATTACHMENT C – PRESCHOOL SERVICES DEPARTMENT CONTRACT COMPLAINT AND GRIEVANCE PROCEDURE
ATTACHMENT D – ASSURANCE OF COMPLIANCE FORM

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 6 months to 5 years with a deep, exclusive focus on children's overall development.

C. Ages and Stages Questionnaire, Social Emotional (ASQ-SE) – A screening tool for children ages 6 months to 5 years with a deep, exclusive focus on children's social and emotional behavior that is completed with parent input and can identify behaviors of concern in young children that may put them at risk for social or emotional difficulties.

D. Center Based Services – Early Childhood Development program provided in a licensed classroom facility.

E. Child and Adult Care Food Program (CACFP) – A program administered by the California Department of Education through grants received from the United States Department of Agriculture's Food and Nutrition Services. Meals served are reimbursed at rates based upon a child's eligibility for free or reduced price meals or snacks. Head Start Program Performance Standards 1302.44(b) requires programs to use funds from the CACFP as the primary source of payment for meal services.

F. ChildPlus – Database software system utilized to track ACF required children's progress, attendance, health information, family service agreements, and family partnership services.

G. Classroom Assessment Scoring System Pre-K (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, including the assessment of three broad domains that include a total of ten dimensions of teacher-child interactions that are linked to positive child outcomes. CLASS reviews shall be included in annual self-assessment reviews and Federal Reviews. Each of the three domains are scored separately and any program whose average scores fall below the established minimum of each domain will be required to re-compete for funding.

H. Code of Federal Regulations (CFR) – Codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Each volume is updated once each calendar year and is issued on a quarterly basis.

I. Communication Screening – A tool used to identify children that may need an in-depth speech/language assessment and/or speech therapy services. It gives a snapshot of the child's communication skills, and identifies those children that need to be referred to the Local Education Agency (LEA) to determine if they qualify for special education services.

J. Contract Agency – Contractor selected to enter into a Board of Supervisors approved agreement with the County to provide services pursuant to this contract.

K. Delegate Agency – Agency selected to enter into a Board of Supervisors approved agreement with the County to provide services pursuant to this contract.

L. Desired Results Developmental Profile (2015) (DRDP–PS) – An observation-based assessment tool for children from early infancy to entering Kindergarten used to determine children's developmental progress.

M. DRDPtech – Children's status and progress for ages 6 months to 5 years across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten.

N. Early Childhood Environment Rating Scale (ECERS) – A program quality assessment instrument designed for preschool, kindergarten, and child care classrooms serving children ages 3 to 5 years.

O. Early Head Start (EHS) – A federally funded community-based program that provides early, continuous, intensive, and comprehensive child development and family support services for low-income families with infants and toddlers ages 0 to 3 years, and pregnant women and their families.

P. Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) – States are required to provide comprehensive services and furnish all Medicaid coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions based on federal guidelines. EPSDT is made up of the following screening, diagnostic, and treatment services: physicals, immunizations, vision, dental, hearing, other necessary health care services, diagnostic services, and treatment.

Q. Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA) – Performance standards for determining eligibility, recruiting, selecting, enrolling, and monitoring attendance. ERSEA 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.

R. Family Partnership Agreement (FPA) [45 CFR §1302.52(a)-(d)] – A written document that is developed through an interactive process between the support staff and family members to identify family strengths, set goals, and develop a plan to reach those goals.

S. Family Service Assessment (FSA) – A tool used to determine families' immediate needs, strengths and areas of interest in order to inform practices and make appropriate referrals for assistance.

T. Full Day – Child Care Services provided for up to 10 hours per day.

U. Full Services – Head Start and/or Early Head Start Programs that include recruiting, obtaining all documents required for enrollment, and providing parent and family engagement support services provided by a Contracted Agency.

V. Grantee – A local public or private agency designated to operate a Head Start program by the Administration for Children and Families, Department of Health and Human Services.

W. Head Start Facility – A facility licensed by the California Department of Social Services Community Care Licensing Division to follow the California Code of Regulations (CCR) Title 5 for Child Care Centers http://www.cde.ca.gov/sp/cd/lr/ and has at least 35 square feet of space per child inside the facility and 75 square feet per child outside on the playground.

X. Head Start Program – A comprehensive child development program that serves children ages 3 to 5 years and their families.

Y. Head Start Program Performance Standards – Rules and regulations governing the federally funded Head Start Program.

Z. Health History – A tool utilized to communicate all health related information, needs, and/or concerns.

AA. Home Based Activities – Head Start and Early Head Start Programs provided to children, primarily in the children's home, through intensive work with the child's parents and family as the primary factor in the growth and development of the child.

BB. Home Based Services – Comprehensive age appropriate curriculum, socialization skills, and snacks provided by an organization through a combination of educational home visits and group socialization activities.

CC. Home Visitor – The Head Start and Early Head Start staff member or Contract Agency who visits the child's home for the purpose of assisting parents in fostering the growth and development of their child.

DD. Human Services (HS) – Oversees the nine (9) Human Services Departments and fosters concern for social programs within the County and communities as a whole.

EE. Individual Education Plan (IEP) – Head Start Service Plan developed with the family when a determination is made that toddlers ages 3 to 5 years need special education and related services; must be developed within 30 days of special needs determination.

FF. Individual Family Service Plan (IFSP) – A plan designed to meet the unique educational needs of an infant/toddler, ages 0 to 3 years. The IFSP must be tailored to the individual infant/toddler's needs as identified by the evaluation process and must help teachers and related service providers understand the student's disability and how the disability effects the learning process.

GG. 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 (CCR Title 22, Division 4.5, Chapter 10).

HH. Learning Genie – A portfolio and assessment rating tool for ages 6 months to 5 years that documents child development observations and a DRDP assessment ratings. It enables teachers to share portfolios and information regarding lessons across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development.

II. LiveScan – Background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints which is automatically transferred, along with personal description information, to the Department of Justice (DOJ) central computer sites.

JJ. Local Education Agency (LEA) – An entity which operates a local public primary school or provides government services to schools within a local area.

KK. Meals – Head Start Performance Standards and CACFP Regulations require that children be provided with breakfast, lunch, and snack, as appropriate. Meals must comply with both sets of guidelines and must be low in fat, salt, and sugar content. Culturally diverse food must be included a minimum of once per month.

LL. Non-Federal Share – A contribution of services, goods, or cash expended for an allowable Head Start program cost which equals 25 percent of funding received by the Delegate Agency.

MM. Parent Committee – A committee at each Delegate Agency's Head Start site that is composed 100 percent of parents of enrolled children.

NN. Parent Involvement – Parents of enrolled children are encouraged to become involved in the program as volunteers and decision-makers.

OO. Part Day, Head Start Program – Head Start Program, including food services, provided for up to 3.5 hours per day.

PP. Partial Support Services – Services provided by Delegate Agency that include child education specific to the program (i.e., Early Head Start, Head Start, and State Preschool) and assistance with nutrition, health, mental health, disability coordination, and speech services.

QQ. Policy Council – A group composed of elected parent representatives from each Head Start site in the County, including contract agencies and community representatives.

RR. Policy Committee – A Policy Committee must be established at the Delegate Agency level when the program is administered in whole or in part by the Delegate Agency. The Policy Committee is composed of elected parents of children who are currently enrolled in the Head Start or Early Head Start program, or community members served by the Head Start agency, including parents of children who were formerly enrolled. The Policy Committee is responsible for approval and submission of decisions about activities as they relate to the Delegate Agency.

SS. Preschool Services Department (PSD) – Head Start/State Preschool Programs have been operating in the County since 1965. Since 1999, 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 0 to 5 years from low-income families.

TT. Professional Development Plan – A plan that defines the training, qualifications, and credentials that staff must demonstrate at various levels of professional responsibility. It outlines a path for professional advancement and achievement from entry level to the highest position in the field.

UU. Program Information Report (PIR) – A Head Start Program report that collects comprehensive data on the services, staff, children, and families served by Head Start and Early Head Start programs nationwide.

VV. Program Monitoring – Head Start Program Performance Standards require an ongoing monitoring system for program operations, an annual program self-assessment, and a system for gathering and analyzing data on progress made by children during their participation in the program.

WW. PSD Non-Corporal Punishment Policy – Internal policy prohibiting corporal punishment and other humiliating or frightening techniques. Constructive methods are used in maintaining group control and handling individual behavior.

XX. Service Area Plan – Goals set by PSD based upon data received from the community and program assessments, including a detailed description of how an agency will implement activities and how objectives will be achieved.

YY. School Readiness Goals – Children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten.

ZZ. Site Locations:

1. Ontario Child Development Center
   2999 S. Haven Avenue
   Ontario, CA 91761

2. Upland Child Development Center
   531 West 8th Street
   Upland, CA 91786

3. Valley View Infant Center
   1801 East 6th Street
   Ontario, CA 91764

4. Montclair Child Development Center
   9950 Monte Vista Avenue
   Montclair, CA 91763-3118

AAA. Socialization Activities – A two-hour session in which children and parents enrolled in the Home Based Program interact with other children and parents enrolled in the Home Based Program. Activities include, but are not limited to, story time, songs, artwork, puzzles, or use of outdoor playground equipment.

BBB. Early Childhood Environmental Rating Scales (ECERS) – Program quality assessment instrument designed for preschool centers.

II. DELEGATE AGENCY PROGRAM RESPONSIBILITIES

A. Delegate Agency shall comply with Head Start Program Performance Standards [45 CFR §1301, et seq.]. The program shall be conducted in compliance with Head Start Program funding sources' guidelines and requirements, Community Care Licensing Regulations (CCR Title 22), approved Program Budget (Attachment A), all County requirements and directives, and any special conditions that may from time to time be requested, in a satisfactory manner as designated below:

1. A total of 80 children (80 Head Start Full Day children) for a period of two hundred forty (240) days, comprising:

   a. Four (4) classes of 16 children each at the Upland Child Development Center; and

   b. One (1) class of 16 children at the Ontario Child Development Center.

2. A total of 224 children (224 Head Start Part Day children) with classes of sixteen (16) children each for a period of 128 days comprising:

   a. Six (6) classes at the Upland Child Development Center;

   b. Two (2) classes at the Ontario Child Development Center; and

   c. Six (6) classes at the Montclair Child Development Center.

3. A total of 132 children (132 Head Start Home Based children) comprising eleven (11) classes of twelve (12) children each for a period of thirty-two (32) home visits and sixteen (16) group socialization days, served at the Valley View Infant Center.

4. A total of 72 children (72 Early Head Start Full Day children) classes of eight (8) children each for a period of two hundred forty (240) days, comprising:

   a. Four (4) classes at the Ontario Child Development Center;

   b. Four (4) classes at the Valley View Infant Center;

   c. One (1) class at the Montclair Child Development Center

5. A total of 24 children (24 Early Head Start Home Based children) comprising two (2) classes of twelve (12) children each for a period of 46 home visits and 22 socialization days, served at the Ontario Child Development Center.

6. Extended Duration classrooms (47 Head Start children)

   a. One class of sixteen (16) children at the Upland Development Center

   b. Two classes, one of sixteen (16) and one of fifteen (15) children at the Montclair Child Development Center

B. Maintain compliance and program quality as specified by the Head Start Act, Head Start Program Performance Standards and California Code of Regulations Title 5 and Title 22.

C. Allowable costs to develop and administer a Head Start program cannot exceed fifteen (15) percent of the total approved program costs, which includes both federal costs and non-federal match. [45 CFR §1303.5(a)(1)] Costs in excess of the fifteen (15) percent limitation may be disallowed at the discretion of the County.

D. All program and fiscal records must be retained for five (5) years.

E. Delegate Agency shall submit to the County such reports as may be required by ACF Head Start Performance Standards, USDA Regulations and Policy, or by the County, according to, but not limited to, the following schedule:

1. Attendance Reports – Due the 5th 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. Audit Report/Single Audit Report – Due annually to PSD Finance by April 30th of each year.

3. Federal year-end estimation of final expenditures – Due annually to PSD by May 31st.

4. Final Federal Financial Reports – Due annually to PSD by July 20th.

5. Monthly Financial Reports including invoices – Due to PSD by the 20th day of the month following the reporting period.

6. Non-Federal Share (local contributions) is 25% of the annual total revenue received by the Delegate Agency. Failure to meet the required Non-Federal Share amount per month may result in withholding of payments based upon the amount by which the Delegate Agency is below the required aggregate rate. This amount will be calculated by dividing the amount not collected by 25%. If a Non-Federal Share waiver is needed it must be submitted to PSD 45 days prior to June 30th.

7. Submit to PSD all Personnel Policies regarding the hiring, evaluation, termination, and compensation of employees. Due to PSD annually by September 1st. Any changes in any personnel policy shall be provided to PSD within five (5) working days of said change.

8. Property Inventory – Due to PSD annually by May 31st with a certification of physical inventory verified.

9. Revision to Final Federal Financial Report – Due annually on August 15th.

10. Quarterly expenditure projections, including written explanation or narrative shall be provided prior to the beginning of the upcoming quarter.

11. Immunization Report for Health Department – Shall be input into the state system annually by September 20th for all enrolled children.

12. Copies of Participant's Records (records without parental consent to be held for school information) – Due to PSD within ten (10) days following close of classes.

F. ERSEA

Delegate Agency shall ensure all children's/family files are kept at each site, and are locked and secured at all times. All documents obtained by Delegate Agency for the child shall be verified for accuracy and shall immediately be placed in the child's file. The children's files shall include, but are not limited to:

1. Verification of income eligibility document signed by designated staff. [45 CFR §1302.12(k)(1)-(2)].

2. Documents used to verify the age of the child (birth certificate, etc). [45 CFR §1302.12(h)].

3. Documents to prove residency.

4. Nutrition survey completed and signed by parents.

5. Documentation of ongoing health care services for each child [45 CFR §1302.42(a)(2)].

6. Documentation of assistance provided to parents in accessing a source of care, when a child does not have a source of ongoing health care.

7. Documents used to verify children are current and up to date on a schedule of age appropriate preventive and primary medical and oral health care based on: the well-child and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the state. Documentation includes physicals, medical history profile, blood lead questionnaire, hemoglobin, T.B., vision screenings, hearing screenings, blood lead test, blood pressure, and dental [45 CFR §1302.42(b)-(d)].

   Physical must be completed by a health care professional along with a negative Tuberculosis test within thirty (30) days of the child's start date for new enrollees. Children who are returning must have a current physical and negative Tuberculosis test prior to entering the classroom. The TB testing must be done yearly, as stated in Licensing Requirements 101220.

   Immunizations must be up to date per the EPSDT schedule.

8. Maintain funded enrollment level and fill any vacancy as soon as possible. All vacancies shall be filled within 30 days.

G. DISABILITIES

Delegate Agency Shall:

1. Monitor throughout the year, the cumulative number of children that are enrolled with a current IEP/IFSP in place to ensure the disability requirement is met, which is 10% of the cumulative enrollment of all children.

2. Include information about serving children with disabilities in any recruitment materials.

3. Ensure appropriate consents are obtained from parents for services to be provided to their child prior to any disability services being rendered.

4. Refer to the Disabilities Coordinator any child who has been identified as possibly having a disability by:

a. Ensuring that Child Plus is updated under the Disability>IEP/IFSP tab with the IEP information including the start date, expiration date, Name, and diagnoses (if applicable).

b. Forwarding all support documentation to the PSD Disabilities Coordinator within five (5) working days.

H. EDUCATION

Delegate Agency shall:

1. Comply with the Head Start Performance Standards requirements for developmentally appropriate curriculum. (45 CFR §1302.32, et seq.)

2. Delegate Agency shall use Creative Curriculum for all Head Start Center Based, Head Start Home Based, and Early Head Start Center Based, and shall use Partners for a Healthy Baby for Early Head Start Home Based Program Options.

3. Perform all of the following and ensure all items are documented in the record-keeping and tracking database used by PSD (currently ChildPlus):

   a. Be responsible for Weekly Lesson Plans. Lesson Plans shall be developed based on observations of children's interests, goals, and parent input for the curriculum. The current Weekly Lesson Plan should be posted in the classroom on Monday morning of each week. The Lesson Plan shall include both indoor and outdoor activities and individual children's goals.

   b. Document and record ongoing observations of children's strengths, concerns, interests, and progress in a child's portfolio, per Head Start Performance Standards.

4. Ensure that individual goals for each child are developed by the teacher and parent(s)/caregiver(s) and are properly documented, per Head Start Performance Standards.

5. Document and record ongoing observations of children's strengths, concerns, interests, and progress in a child's portfolio, per Head Start Performance Standards.

6. Ensure a DRDP Summary of Findings is completed for each site, 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. The Summary of Findings must be completed and turned in for each classroom per PSD timelines.

7. Complete an ECERS/ITERS review for each classroom, per PSD timelines. Any scores falling below five (5) shall require a written Plan of Action provided to PSD. Based upon the scale item that was scored below 5, Delegate Agency shall complete the following to meet ECERS/ITERS requirements, including, but not limited to:

   a. Purchasing classroom materials

   b. Providing staff interaction/training

   c. Changing room arrangements

8. Complete a Site Action plan within one week of the Summary of Findings, including Parent Surveys, ECERS/ITERS, and CLASS scores.

9. For Head Start Full Day Center Based and Early Head Start Center Based and Home Based:

   Ensure the DRDP is completed four (4) times per year with two (2) or more anecdotal notes per measure per assessment; include written notes, pictures or tape recorded transcripts on 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. PSD timelines shall be followed for DRDP due dates.

10. For Head Start Part Day Center Based and Head Start Home Based:

    Ensure the DRDP is completed three (3) times per year with two (2) or more anecdotal notes per measure per assessment; include written notes, pictures or tape recorded transcripts on 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. PSD timelines shall be followed for DRDP due dates.

11. For Head Start Full Day, Part Day Center Based And Early Head Start Center Based:

    a. Ensure that CLASS assessments are completed a minimum of twice per year on every Head Start teacher employed through this contract.

    b. Teachers who do not score a maximum of one (1) on Negative Climate and a minimum of four (4) on all other components must be placed on an action plan as part of their Professional Development to bring scores up to the minimum level. Action plans shall include at minimum, monthly assessments by the Site Supervisor with feedback on improvements needed until teacher meets the minimum requirement.

12. For Early Head Start Center Based and Home Based:

    a. Ensure a transition plan is completed for each child who will be turning age three (3) years within the next six (6) months. The transition plan shall be reviewed with the parent a minimum of two (2) times prior to the child's transition into another program.

    b. Ensure an additional ASQ-3 is completed within 30 days of the child's third birthday, if a child has an IFSP, for transition from the IRC to the LEA.

    c. Be responsible for Weekly Lesson Plans. Lesson Plans must be developed based on observations of children's interests, goals, and parent input for the curriculum.

13. For Head Start and Early Head Start Home Based Programs:

    a. Provide home based services to children and their families within five (5) working days after the Delegate Agency has identified the child and their family as meeting eligibility requirements, per Head Start Performance Standards.

    b. Delegate Agency shall provide the parents/caregivers the current Weekly Lesson Plan at each home visit and must include both indoor and outdoor activities and individual children's goals.

    c. Provide one (1) Home Visitor for every twelve (12) families maximum per Home Visitor).

d. Notify PSD within five (5) days if there are any concerns with the enrollment, weekly home visits, or twice monthly socializations.

e. Make up planned home visits or scheduled group socialization activities that were canceled by the program, and to the extent possible attempt to make up planned home visits canceled by the family, when this is necessary to meet the minimums described in Section F, Items 10(a) and 10(b) and Items 11(a) and 11(b).

f. Not replace home visits or scheduled group socialization activities for medical or social service appointment for the purpose of meeting requirements described in 9(a) and (b) of this section.

g. Notify families and PSD of any planned interruptions to services, such as home visits and/or socializations, at least two (2) weeks in advance.

h. Ensure the areas for learning, playing, sleeping, toileting, preparing food, and eating in facilities used for group socializations in the home based option must meet the safety standards described in [45 CFR §1302.47(1)(ii) through (viii)]

14. For Head Start Home Based Program:

Delegate Agency shall:

a. Conduct thirty-two (32) weekly educational home visits during the program year for each enrolled family. Each visit must last a minimum of ninety (90) minutes.

b. Provide a minimum of sixteen (16) socialization activities during the program year for the enrolled children and their parents, lasting a minimum of two (2) hours each. The socialization shall occur twice per month and shall include a snack. PSD discourages conducting socialization activities in family homes.

15. For Early Head Start Home Based Program:

Delegate Agency shall:

a. Conduct forty-six (46) weekly educational home visits during the program year for each enrolled family. Each visit must last a minimum of ninety (90) minutes.

b. Provide a minimum of twenty-two (22) socialization activities during the program year for the enrolled children and their parents, lasting a minimum of two (2) hours each. The socialization shall occur twice per month and shall include a snack. PSD discourages conducting socialization activities in family homes.

16. For Head Start Center Based and Head Start Home Based Program:

Complete a Kindergarten transition plan on each child who is scheduled to attend kindergarten the following year. The transition plan is completed and reviewed with the parent twice per program year, per PSD timelines.

I. HEALTH

Delegate Agency shall:

1. Ensure a staffing pattern that shall provide trained staff to conduct the following screenings within the established PSD timelines and ensure follow up is completed for any identified concerns:

a. ASQ 3

b. ASQ SE

c. Communication Profile

d. Dental – must be performed by a health care professional

e. Vision

f. Hearing

g. Height and Weight

h. Behavioral

i. Social

j. Cognitive

k. Emotional

If any results of the screenings indicate an area of concern, results must be referred to the appropriate professional(s) for further observation and possible evaluation within five (5) working days of the completion of the screening.

2. Ensure any health issues identified by a health professional are immediately reported to the appropriate local, state, or national agency, e.g., county and state health departments, or the U.S. Center for Disease Control and Prevention. Information on any report regarding a contractible disease and the manner reported shall be provided to the PSD Health Education Specialist within one working day by fax at (909) 383-2100.

3. Maintain a Health Policy and Procedures Manual. The Manual shall include:

   a. All health forms that have received approval from PSD and currently in use by the Delegate Agency.

   b. Procedure on prescription medication for both children and employees.

4. Monitor all health items related to the children served at their site.

5. Have representation at bi-annual Health Advisory meetings. The County Health Specialist will notify the Delegate Agency via formal invitation of the Health Advisory meetings.

6. Ensure staff receives appropriate training and each training is properly documented in Child Plus for Health related issues including, but not limited to: C.P.R., Epi-Pen usage, and proper storage of medication kept at the site for both children and employees.

7. Ensure the following items are up to date and placed in the child's file, including, but not limited to:

   a. Documents used to verify children are current and up to date on a schedule of age appropriate preventive and primary health care, which includes medical and dental utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT). EPSDT includes physicals, medical history profile, blood lead questionnaire,

hemoglobin, T.B., vision, hearing screenings, blood lead test, blood pressure, and dental [45 CFR §1302.42].

b. Documentation of ongoing health care services for each child [45 CFR §1302.42(c)].

c. Documentation of assistance provided to family in accessing a source of care.

d. Documentation of medication kept at site for the child. Medication must be kept in a separate locked cabinet/refrigerator for children and employees.

J. NUTRITION

Delegate Agency shall:

1. Employ a Registered Dietitian (RD). If Delegate Agency is unable to employ a RD full time, then the Delegate Agency shall follow Section V, Paragraph G, to enter into a subcontract with an RD on a fee for service basis.

2. Ensure the RD provides information about a child's need for a special diet within ten (10) working days of receiving the signed doctor's note stating the child requires a special diet.

3. Ensure RD discusses all nutritional needs with families and documents follow up notes in ChildPlus referral case notes.

4. Ensure that any child age 3 years or older who is noted to be at nutrition risks, e.g., iron deficiency/anemia, underweight, overweight, or obese according to the Body Mass Index Calculator in ChildPlus (located under the Health Events Tab – details for Growth Assessment) shall be referred to an RD. The RD must provide nutrition counseling, nutrition education classes, and determine if a referral to a medical professional is necessary.

5. Follow PSD procedures when parent/caregiver indicates child has special dietary requirements/allergies to specific foods.

6. Implement nutrition curriculum "Color Me Healthy."

K. MENTAL HEALTH

Delegate Agency shall:

1. Use Second Step Curriculum, or other research based social-emotional curriculum approved by PSD, and attend all PSD social emotional trainings.

2. Obtain a completed ASQ S/E from the parent(s)/caregiver(s) within thirty (30) days of the child's first day of class to identify any social-emotional concerns. If any social-emotional concerns are noted, then a referral shall be made to the PSD Mental Health Team within thirty (30) days of identification to PSD.

3. Conduct mental health services trainings for staff. Documentation shall include, but is not limited to, sign-in sheets with names of attendees, date of training, duration of training, and copy of training materials. Conduct monthly service delivery meetings with staff to discuss the status of referrals for each site and document through agendas and sign-in sheets.

4. Conduct monthly service delivery meetings to discuss status of referrals for each site. These meetings shall be facilitated by the Site Supervisor and shall be attended by appropriate support staff to ascertain the effectiveness of services.

5. Maintain a Service Delivery Team Binder that includes sign-in sheets and notes of discussions about each child and the recommendations from the service delivery team. The Site Supervisor shall be responsible for maintaining the Service Delivery Team Binder.

6. Update all information regarding mental health referrals in the ChildPlus case notes.

7. Provide opportunities 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.

8. For Early Head Start:

   Delegate Agency shall obtain a completed ASQ-3 and ASQ S/E from the parent(s)/caregiver(s) within thirty (30) days of the child's first day of class to identify any social-emotional concerns. If any social-emotional concerns are noted, then a referral shall be made to the Delegate Agency's mental health team within thirty (30) days of identification.

L. FACILITY REQUIREMENTS

1. Inspect Fire Alarm/Fire Alarm Systems monthly.

2. Ensure first aid kits are well supplied, age appropriate, and readily accessible to staff at all times, but not accessible to children.

3. Ensure there is space reserved and marked as a "Parent Bulletin Board" and is regularly maintained with the license information and community and County resources.

4. Provide 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. Delegate Agency will not be funded before a Center is licensed.

5. Arrange the classrooms 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.

6. Ensure the safety and security of children by keeping facilities, material and equipment well maintained, clean and in good repair.

7. Ensure that sufficient equipment, toys, materials and furniture provided are age appropriate, safe and supportive of the abilities and developmental level of each child.

8. Ensure all materials and furniture are kept 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. Delegate Agency shall maintain licensing requirements regarding usable indoor square footage per child in the classroom.

9. Provide a "soft, cozy, and quiet" area in every classroom for the children. This area can be accomplished with the use of small area rugs, pillows, stuffed animals, fabric on the walls, curtains, plants, etc.

10. Any facility items found to be non-compliant with Federal Health and Safety regulations or Community Care Licensing must be corrected within five (5) working days. In the event that a non-compliance deficiency cannot be corrected within the five-day period, jointly, a plan of correction will be developed between the County and the person in-charge.

11. Ensure:

a. The outcome of any visit from Community Care Licensing shall be reported to PSD by phone within two (2) hours of the visit.

b. Any written report of known or suspected instances of child abuse or neglect and/or any unusual incident reports submitted to Community Care Licensing are submitted by fax within twenty-four (24) hours of filing the report to:

County of San Bernardino
Preschool Services Department
Attn: Licensing Analyst
Fax: (909) 383-2083

M. GENERAL PROGRAM RESPONSIBILITIES

Delegate Agency shall

1. Maintain current family contact information and consent for emergency care.

2. Post and practice emergency evacuation routes and safety procedures for emergencies.

3. Practice emergency evacuations a minimum of 4 times per year, and documentation shall be provided to PSD on a monthly basis.

4. Participate in the Great American Shakeout which occurs every year on the third Thursday of the month of October. Delegate Agency shall check in and report to PSD the status of the site/children during the Great American Shakeout and in case of a catastrophic emergency (e.g., earthquake).

5. Complete follow-up on the Child Developmental Progress form and the FPA at each home visit and center conference.

6. Review children's file at home visit and center conference to ensure the following items are in the file and completed with current information:

a. Emergency Cards fully completed by the parents and signed by the Site Supervisor acknowledging he/she has reviewed the cards to ensure they are fully completed.

b. Parent's Rights Form signed by the parent(s)/caregiver(s) acknowledging receipt.

c. Personal Rights Form signed by the parent(s)/caregiver(s) acknowledging receipt.

d. Picture consent signed by the parent(s)/caregiver(s).

e. Parent handbook receipt signed by the parent(s)/caregiver(s) acknowledging receipt of the handbook.

f. Completed transition plan on each child who is scheduled to attend kindergarten the following year. The transition plan is completed and reviewed with the parent twice per program year, per PSD timelines.

N. PARENT COMMITTEE

Every site and/or program option that is operated by the Delegate Agency must have a Parent Committee that shall be comprised of parents of all children currently enrolled in any program option,

as early in the program year as possible. Officers for this committee shall be elected and shall include Chairperson, Vice Chairperson, Secretary, and Treasurer. A minimum of seven (7) Parent Committee meetings shall be held during the program year, with oversight provided by the Site Supervisor. Copies of agendas, minutes, and sign-in sheets shall be provided to the PSD Administration Office for documentation of each Parent Committee meeting, within fourteen calendar days after the meeting was conducted. The Parent Committee must elect a Representative to attend monthly Policy Council meetings held at the PSD Administration Office.

O. GOVERNING BOARD

Delegate Agency shall:

1. Comply with Head Start Performance Standards (45 CFR §1301, et seq.).

2. Ensure the governing body is composed of:

   a. At least one (1) member with background and expertise in accounting or fiscal management.

   b. At least one (1) member with background and expertise in Early Childhood Education and Development.

   c. At least one (1) member who is a licensed attorney familiar with the issues that come before the governing body.

   d. Additional members who reflect the community, including parents of formerly or currently enrolled Head Start/Early Head Start children.

   e. Other members selected for their expertise in education, business administration, or community affairs.

3. Regularly provide information or reports about the program, planning, policies and operations, including:

   a. Monthly financial statements (including credit card expenditures), program information summaries, program enrollment reports (including attendance reports for children whose care is partially subsidized by another public agency), and reports of meals and snacks provided through USDA programs.

   b. The annual financial audit, Self-Assessment (including findings related to such assessment), and Program Information Report (PIR).

   c. The community-wide strategic planning and needs assessment (the Community Assessment) of the Head Start agency, including applicable updates.

P. POLICY COMMITTEE

The Policy Committee shall be composed of elected parents of children who are currently enrolled in the Head Start or Early Head Start program, or community members served by the Delegate agency, including parents of children who were formerly enrolled. The Policy Committee is responsible for approval and submission of decisions about activities as they relate to the Delegate Agency.

Q. POLICY COUNCIL

One representative per site/per program is required to attend PSD Policy Council meetings that occur the third Monday of every month, or Tuesday in the event of a Monday holiday.

R. ATTENDANCE AND ABSENCES

Attendance for the purpose of reimbursement includes excused absences because of illness or quarantine of the child, illness or quarantine of their parent, family emergency, and court ordered visitations or a reason which is clearly in the best interest of the child.

If the absence is claimed by Contract as an excused absence, the attendance accounting records shall contain the verification that includes:

1. The name of the child.
2. The date(s) of the absence.
3. The specific reason for the absence.
4. The signature of the parent or the Delegate Agency's authorized representative, if verification is made by telephone.

If an excused absence is based on time spent with a parent or other relative, as required by a court of law, the family file shall contain a copy of the Court Order.

III. DELEGATE AGENCY FOOD SERVICE RESPONSIBILITIES

Delegate Agency shall:

A. Participate in the CACFP program, as their own grantee, as required by Head Start Performance Standards.

B. Provide and deliver breakfast, lunch, and snacks to the Head Start/State Preschool site locations listed in Section I, Paragraph ZZ, as follows:

1. Meals shall comply with Child and Adult Care Food Program (CACFP), Attachment B, requirements for student's nutritional needs set by the USDA and the Head Start Program Performance Standards [45 CFR §1302.44(a)]. Morning classes require breakfast and lunch, afternoon classes require lunch and snack, and full day classes require all three meals. All meals will be served family style. Meal components shall consist of:

   a. Breakfast – ¾ cup of 1% milk, ½ cup of vegetable or fruit, and a ½ slice of bread or ½ oz. of grains (cereal with 6 grams of sugar or less per serving); meat and meat alternates may be used to substitute the entire grain component a maximum of three (3) times per week.

   b. Lunch – ¾ cup of 1% milk, 1 ½ oz. of meat/meat alternate, ½ slice of bread or ½ oz. of grains, ½ cup of total fruit and vegetable.

   c. Snack – shall consist of two of the following components: ½ cup of 1% milk, ½ cup of vegetable, fruit or full strength juice, and ½ oz. of meat/meat alternate, ½ slice of bread, or ½ oz. of dry cereal.

2. Provide food that is low in fat, salt, and sugar, and is culturally diverse.

3. Ensure the temperature and quality of all meals, up to and including the time of delivery, meet the requirements of federal, state, and local sanitation laws.

4. Meet bi-annually per year with small committees of parents of children enrolled in the Program in order to solicit input on menu planning.

5. Obtain medical and religious statements for children who have food allergies/religious preference for meals.

6. Ensure Delegate Agency's RD provides food substitutions for children with physician-documented allergies, e.g., juice for milk, chicken or beef for pork, etc., within 10 working days.

7. Implement a cooking experience once per month, as required by Head Start Performance Standards. The cooking experience shall be developmentally appropriate where the child is an active participant and benefits from a hands-on interaction with food.

8. Ensure Registered Dietitian maintains all records and documentation related to nutritional analysis of all menus to ensure that meals/snacks are meeting children's daily nutritional needs.

9. Maintain storage, preparation, and service areas of food within proper sanitation and health standards in conformity with applicable state and local laws and regulations.

10. Maintain temperature log of equipment daily.

IV. DELEGATE AGENCY PROGRAM ADMINISTRATION RESPONSIBILITIES

A. Self-Assessment – Delegate Agency shall cooperate with PSD's annual program self-assessment which, at a minimum, covers all items specified in 45 CFR §§1302.102(b)(2)(i). Delegate Agency shall identify an assessment representative who will attend 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 Early Childhood Environment Rating Scale, includes the recommended assessment instruments. Once a Delegate Agency is provided with a written copy of the results of this assessment, any necessary corrective action shall be completed and submitted to the County within thirty (30) calendar days of receipt of the assessment report, unless there is a health and safety finding, which will require a response within twenty-four (24) hours.

B. Ongoing Monitoring – Delegate Agency 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. Delegate Agency shall utilize the County's system of ongoing monitoring as defined in the County's Service Area Plans and Policies and Procedures. Delegate Agency 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, and enter all responses into ChildPlus using the Internal Monitoring Suite User Manual located at:

http://hs.sbcounty.gov/psd/Policies%20and%20Procedures/Internal%20Monitoring%20Suite%20User%20Manual.pdf

If Delegate Agency fails to correct the issue of non-compliance within an agreed upon timeframe, invoice reimbursement may be delayed or withheld completely until the non-compliant issue has been resolved.

C. Community Assessment – Delegate Agency shall participate in the planning and design of the Community Assessment. Delegate Agency shall provide such information as requested by the

County and referenced in 45 CFR §1302.11(b) regarding the Delegate Agency's assigned service/recruitment area(s) as well as data on community and family characteristics, within thirty (30) calendar days of request.

D. Program Information Report (PIR) – Delegate Agency shall ensure that all "PIR" areas in ChildPlus, designated by the letters PIR, are entered correctly, and updated within five business days of any reported changes. Delegate Agency shall run the PIR report monthly for each site location they serve to monitor the data captured in ChildPlus.

E. ChildPlus – Delegate Agency shall use County automated record keeping and tracking system (ChildPlus). Information must be entered daily into ChildPlus. All data, including, but not limited to, physicals, immunizations, and assessments, shall be entered within three (3) days of receipt of the information.

F. Training and Technical Assistance (T&TA) – As stated in 45 CFR §1302.92(a)-(b), the County and Delegate Agency must provide training for all Head Start staff. T&TA shall be available to the Delegate Agency and shall be provided by the County to enhance program quality. Delegate Agency shall have appropriate staff attend any training provided by the County for items that are mandated by either the Head Start or CDE regulations. Delegate Agency shall pay for their share of cost for the trainings out of the T&TA budget. Delegate Agency agrees that they will provide proof of all trainings mandated by Head Start to their assigned Program Manager.

1. Delegate Agency shall find and attend locally or regionally available trainings. The Head Start Act 42 U.S.C. section 9843(d)(2)(F) states that funds made available under 42 U.S.C. section 9835(a)(2)(C)(i) shall not be used for long-distance travel expenses for training activities available outside the State of California. If Delegate Agency is unable to find available trainings within the State of California, a justification must be submitted to PSD designee no later than sixty (60) days prior to the training, clearly stating the scope of the training, justifying how the employee will benefit from the training, and describing the resources explored to find the same type of training within the State of California. If Delegate Agency fails to obtain prior approval, this expenditure will be disallowed, and the Delegate Agency will not be reimbursed for such expense.

2. Ensure at least one staff member per site shall be CLASS reliable.

G. Community Care Licensing Reports – Delegate Agency shall, within twenty-four (24) hours, notify the County of any unusual incident reported to Community Care Licensing and submit a copy of the written report file with Community Care Licensing to the County within twenty-four (24) hours of filing said report.

H. 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.

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

1. An interview with the participation of a Policy Council member has been conducted, as required by Head Start Performance Standard.

2. Personal and employment references provided by a candidate shall be verified.

3. Obtain either of the following:

a. A state, tribal, or federal criminal record check covering all jurisdictions where the County provides Head Start Services to children.

b. A state, tribal, or federal criminal record check as required by the law of the jurisdiction where the County provides Head Start Services.

c. A criminal record check as otherwise required by federal law.

J. Personnel Records – The Delegate Agency shall provide documentation to support a candidate's qualifications for all positions. PSD will maintain a personnel file on all employees that includes:

1. Pre-employment physical.

2. Pursuant to California Senate Bill 792, Delegate Agency must maintain vaccination records for employees and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1, and December 1, annually. [SB 792, Section 1, 1596.7995(b)(1)-(4)].

3. Current Negative Tuberculosis (TB) (completed within the last five (5) years).

4. Fingerprint Clearance Verification/Fingerprint Exemption Verification.

5. Criminal Record Statement LIC 508 (State of California – Health and Human Services Agency).

6. CPR/First Aid certification.

7. Food Handler's Card.

8. Teaching Credentials/Permits.

9. College Transcripts to verify the minimum standard per the Head Start Act has been met.

10. Standards of Employee Conduct.

11. Current Work Performance Evaluation completed annually.

12. Professional Development Plan completed annually.

K. Staff Requirements:

1. For Child and Family Services management staff:

a. Family, health, and disabilities management. A program must ensure staff responsible for management and oversight of family services, health services, and services to children with disabilities hired after November 7, 2016 have, at a minimum, a baccalaureate degree, preferably related to one or more of the disciplines they oversee.

b. Education management. As prescribed in section 648A(a)(2)(B)(i) of the Head Start Act, a program must ensure staff and consultants that serve as education managers or coordinators, including those that serve as curriculum specialists, have a baccalaureate or advanced degree in early childhood education or a

baccalaureate or advanced degree and equivalent coursework in early childhood education with early education teaching experience.

c. A minimum of one (1) staff member per site shall maintain a current CLASS reliable status.

2. Child and Family Services Staff:

a. Early Head Start center-based teacher qualification requirements:

As prescribed in section 645A(h) of the Head Start Act, a program must ensure center-based teachers that provide direct services to infants and toddlers in Early Head Start centers have a minimum of a Child Development Associate (CDA) credential or comparable credential, and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.

b. Head Start center-based teacher qualification requirements:

1) Ensure no less than fifty percent of all Head Start teachers have a bachelor's degree in child development, early childhood education, or equivalent coursework.

2) As prescribed in section 648A(a)(3)(B) of the Head Start Act, a program must ensure all center-based teachers have at least an associate's or bachelor's degree in child development or early childhood education, equivalent coursework, or otherwise meet the requirements of section 648A(a)(3)(B) of the Head Start Act.

c. Head Start assistant teacher qualification requirements:

As prescribed in section 648A(a)(2)(B)(ii) of the Head Start Act, a program must ensure Head Start assistant teachers, at a minimum, have a CDA credential or a state-awarded certificate that meets or exceeds the requirements for a CDA credential, are enrolled in a program that will lead to an associate or baccalaureate degree, or are enrolled in a CDA credential program to be completed within two years of the time of hire.

d. Center-based teachers, assistant teachers, and family child care provider competencies:

A program must ensure center-based teachers and assistant teachers demonstrate competency to provide effective and nurturing teacher-child interactions, plan and implement learning experiences that ensure effective curriculum implementation and use of assessment and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and applicable state early learning and development standards, including for children with disabilities and dual language learners, as appropriate.

e. Home Visitors. A program must ensure home visitors providing home-based education services:

1) Have a minimum of a home-based CDA credential or comparable credential, or equivalent coursework as part of an associate's or bachelor's degree; and,

2) Demonstrate competency to plan and implement home-based learning experiences that ensure effective implementation of the home visiting curriculum and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five, including for children with disabilities and dual language learners, as appropriate, and to build respectful, culturally responsive, and trusting relationships with families.

f. Family Services staff qualification requirements:

A program must ensure staff who work directly with families on the family partnership process have within eighteen months of hire, at a minimum, a credential or certification in social work, human services, family services, counseling, or a related field.

g. Health Professional qualification requirements:

1) A program must ensure health procedures are performed only by a licensed or certified health professional.

2) A program must ensure all mental health consultants are licensed or certified mental health professionals. A program must use mental health consultants with knowledge of and experience in serving young children and their families, if available in the community.

3) A program must use staff or consultants to support nutrition services who are registered dietitians or nutritionists with appropriate qualifications.

h. Coaches:

A program must ensure coaches providing the services described in 45 CFR §1302.92(c) have a minimum of a baccalaureate degree in early childhood education or a related field.

3. Pursuant to California Senate Bill 792 (2015), Delegate Agency must maintain vaccination records for employees and volunteers for influenza (flu), pertussis, and measles. Failure to maintain accurate records will be treated like any other violation of licensing requirements. Proof of pertussis and measles vaccination records must be part of personnel files and available for review by PSD. Influenza (flu) vaccination records must be part of personnel files and have been completed between August 1, 2016 and December 1, 2016, and annually thereafter. [SB 792 (2015), Section 1, California Health & Safety Code section 1596.7995(b)(1)-(4)]

L. The Delegate Agency shall participate in monthly scheduled planning and communication meetings each program year. Scheduled meetings occur the second Friday of every month, and are held at the Behavioral Health Resource Center, 850 E. Foothill Boulevard, Rialto, CA 92376. Should the location or date of the meeting change, Delegate Agency shall be notified within one (1) week of scheduled meeting.

M. The Delegate Agency must ensure that appropriate internal controls are in effect to protect the assets of the Head Start programs it operates. The following requirements are specifically identified as Delegate Agency responsibilities and will be monitored by the County for compliance. The Delegate Agency shall:

1. Resolve all independent audit/Single Audit and PSD/San Bernardino County Monitoring Review findings with the development and implementation of appropriate corrective action

plan within fourteen (14) calendar days of publication of the independent audit/Single Audit and monitoring reports.

2. Ensure that the Delegate Agency employs, or obtains the services of, a qualified fiscal officer and maintains a system of financial checks and balances.

3. Utilize a cost allocation that has received prior approval from the County and is based on actual staffing patterns, program usage, or other appropriate methodology.

4. Ensure that Delegate Agency's policies and procedures are kept up to date in a clearly marked binder that is accessible to all staff, and ensure staff is trained on any new Policies and Procedures implemented by Delegate Agency.

5. Follow PSD's Policies and Procedures if the Delegate Agency does not have a policy/procedure in place.

6. Delegate Agency shall obtain PSD approval for all Policies and Procedures prior to implementation.

V. DELEGATE AGENCY GENERAL RESPONSIBILITIES

A. In the performance of this Contract, Delegate Agency, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Delegate Agency 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, Delegate Agency 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. Delegate Agency 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 Delegate Agency is identified as either suspended or debarred on the SAM, Delegate Agency 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 Delegate Agency becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Delegate Agency 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 Delegate Agency either in whole or in part.

D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.

E. Delegate Agency 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 Delegate Agency. 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 Delegate Agency. 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.

F. If during the course of the administration of this Contract, the County determines that the Delegate Agency has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

H. Delegate Agency 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, Delegate Agency 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. Delegate Agency 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 X of this Section V. All approved subcontractors shall be subject to the provision of this Contract applicable to Delegate Agency Personnel, including removal pursuant to Paragraphs T and U of this Section V.

For any subcontractor, Delegate Agency shall:

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

I. Delegate Agency 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 Delegate Agency's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in

accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

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

J. Delegate Agency shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

K. Delegate Agency 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 Delegate Agency shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

L. Delegate Agency shall designate an individual to serve as the primary point of contact for the Contract. Delegate Agency shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Delegate Agency or designee must respond to County inquiries within two (2) County business days. Delegate Agency shall not change the primary contact without written notice to the County. Delegate Agency will also designate a back-up point of contact in the event the primary contact is not available.

M. Delegate Agency 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.

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

O. Delegate Agency 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.

P. Delegate Agency 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.

Q. Delegate Agency 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 Delegate Agency shall not use or disclose any identifying information for any other purpose other than carrying out the Delegate Agency'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.

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

S. Delegate Agency 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.

T. Delegate Agency 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 Delegate Agency 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, Delegate Agency 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 Delegate Agency 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.

U. Delegate Agency 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. Delegate Agency 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 Delegate Agency 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.

Delegate Agency 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 Delegate Agency.

V. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Delegate Agency agrees that the Delegate Agency and the Delegate Agency'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 Delegate Agency or Delegate Agency's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Delegate Agency 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 Delegate Agency has with the County, if the Delegate Agency or Delegate Agency's employees are determined by the County not to be in compliance with above.

W. Delegate Agency 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 Delegate Agency'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.

X. Delegate Agency agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Delegate Agency 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 Delegate Agency'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 Delegate Agency 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 Delegate Agency and Delegate Agency's employees or agents from waiving the right of subrogation prior to a loss or claim. The Delegate Agency 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 Delegate Agency 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 Delegate Agency and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage – The Delegate Agency 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 Delegate Agency shall maintain such insurance from the time Delegate Agency commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Delegate Agency 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 Delegate Agency or County payments to the Delegate Agency 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. Delegate Agency 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 Delegate Agency agrees to provide insurance set forth in accordance with the requirements herein. If the Delegate Agency uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Delegate Agency 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 Delegate Agency 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 Delegate Agency and all risks to such persons under this Contract.

If Delegate Agency 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 Delegate Agencies 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 Delegate Agency shall carry General Liability Insurance covering all operations performed by or on behalf of the Delegate Agency 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 Delegate Agency 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 Delegate Agency 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 Delegate Agency 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.

Y. Delegate Agency 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. Delegate Agency 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.

Z. Delegate Agency 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.

AA. Delegate Agency 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 Delegate Agency 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, Delegate Agency 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. Delegate Agency 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 Delegate Agency 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 Delegate Agency shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Delegate Agency 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 D) annually. Additionally, the Delegate Agency shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

BB. Delegate Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

CC. Delegate Agency 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.).

DD. If the amount available to Delegate Agency under this Contract, as specified in Section VII, Paragraph A, exceeds $100,000, Delegate Agency 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.).

EE. 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 Delegate Agency to use recycled paper for any printed or photocopied material created as a result of this Contract. Delegate Agency 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), Delegate Agency must be able to annually report the County's

environmentally preferable purchases. Delegate Agencys must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

FF. Delegate Agency understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Delegate Agency'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.

GG. Delegate Agency 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 Delegate Agency 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.

HH. Delegate Agency agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Delegate Agency'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.

II. 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 Delegate Agency certifies that at the time the Contract is signed, the Delegate Agency 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#@ViewBag.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.

Delegate Agencies are cautioned that making a false certification may subject the Delegate Agency 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. Delegate Agency agrees that signing the Contract shall constitute signature of this Certification.

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

KK. Service Area

1. Serve 96 EHS slots delegated by the County to Delegate Agency in the communities of Upland and Ontario.

2. Provide direct operations of EHS services in the communities of Upland and Ontario, where Delegate Agency is the direct federal grantee for these communities.

3. Notify County and Region IX, Administration for Children and Families office, in writing by no less than 90 days advance notice, if provisions in Section V, Paragraph JJ and Section VI, Paragraphs G through I are terminated by mutual agreement.

VI. COUNTY RESPONSIBILITIES

County shall:

A. Oversee, monitor, and provide guidance to the Delegate Agency in performance of duties under this Contract.

B. Compensate Delegate Agency per the provisions outlined in Section VII.

C. Monitor and evaluate contract performance on an on-going basis through scheduled and unscheduled visits.

D. Conduct periodic meetings with Delegate Agency to discuss performance, problem areas, procedures, and recommended changes, and, when required, define specific action(s) to be taken by the Delegate Agency, with required timelines.

E. Provide a County Human Services staff member who will act as a liaison between the County and Delegate Agency.

F. In accordance with the approved grants, provide to the Delegate Agency such supportive services as needed, to include the following:

1. Eligibility Services (ERSEA)
2. Disability Services
3. Health Services: Medical, Dental, Mental, and Nutrition
4. Family and Community Engagement; and
5. Technical Assistance, including, but not limited to, pre-service/In-service/PAC meetings/ Program Services Meetings.

G. Delegate ninety-six (96) EHS slots to be served by the Delegate Agency in the communities of Upland and Ontario.

H. County shall not, as a direct federal grantee, provide direct operations of EHS services in the communities of Upland and Ontario, where Delegate Agency is also the grantee for these communities.

I. Review the contract annually for any necessary changes or additions

VII. FISCAL PROVISIONS

A. The maximum amount of reimbursement under this Contract shall not exceed $13,730,472 of which $3,792,648 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Delegate Agency, as provided herein, shall be in full payment for all Delegate Agency's services and expenses incurred in the performance hereof, including travel and per diem. These funds are divided as follows:

$4,576,824	July 1, 2020 through June 30, 2021
$4,576,824	July 1, 2021 through June 30, 2022
$4,576,824	July 1, 2022 through June 30, 2023

B. The Delegate Agency shall contribute $3,432,618 to the program funds. Such contributions, known as Non-Federal Share, shall be in cash or donated supplies and services, reduced rates for supplies and expenses, fair rental value, and/or volunteer services received in the amount of $3,432,618, per Program Budget (Attachment A). Non-Federal share must be verifiable from a Delegate Agency's records and must be allowable and necessary under applicable accounting principles. Non-Federal share cannot be funding received or used as a match for any other federally funded program. These funds are divided as follows:

$1,144,206	July 1, 2020 through June 30, 2021
$1,144,206	July 1, 2021 through June 30, 2022

$1,144,206 July 1, 2022 through June 30, 2023

C. Allowable costs to develop and administer a Head Start program cannot exceed fifteen (15) percent of the total approved program costs, which includes both federal costs and non-federal match. [45 CFR §1303.5(a)(1)] Costs in excess of the fifteen (15) percent limitation may be disallowed at the discretion of the County.

D. Delegate Agency 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.

E. 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.

F. In support of the financial management system, Delegate Agency shall have written accounting procedures, which follow federal and state regulations and provide for consistent reporting of financial transactions.

G. Delegate Agency 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.

H. Delegate Agency shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Delegate Agency's designated checking or other bank account. Delegate Agency shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

I. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Delegate Agency shall not use current year funds to pay prior or future year obligations.

J. The County agrees to reimburse the Delegate Agency for authorized expenditures as detailed in the Program Budget (Attachment A). The Delegate Agency shall submit a claim for payment for the reporting month no later than the fifteenth (15th) 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 Delegate Agency 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 Delegate Agency 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 agreement.

K. 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. Delegate Agency 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. Delegate Agency 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.

L. 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.

M. Upon written demonstration of need by Delegate Agency and at the option of County, funds may be advanced to Delegate Agency by County upon approval of the Assistant County Executive Officer – Human Services. Any such advance will cause the amounts payable to Delegate Agency 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 Delegate Agency shall pay the remaining balance due to the County within thirty (30) calendar days.

N. The Delegate Agency 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. Delegate Agency 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 Delegate Agency in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Delegate Agency's written request. The County reserves the right to deny the Delegate Agency's invoice for expenditures in excess of the approved budgeted line item amount. Should the Delegate Agency's request require Federal government approval, County will notify the Delegate Agency of the funding source's approval or disapproval. Delegate Agency may not take any action on the request without prior written approval from the County. Any action taken by the Delegate Agency prior to receipt of County approval may be grounds for disallowance.

O. Delegate Agency 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 properly shall be documented and include the date of disposal or the sales price of the property. Copies of such documentation shall be furnished to the County within thirty (30) days following any occurrence referred to in (4). Non-expendable property is any article having a service life in excess of one (1) year and which cannot be correctly described as either materials or supplies. Title to this property, whether purchased or donated as non-federal share contribution, shall be determined in accordance with ACF guidelines. Any purchase in excess of five thousand dollars ($5,000) not approved in the original budget must approved in writing by the County. County will secure any advance prior approvals of equipment $5,000 or more with Federal funds. These amounts are per item, including taxes, shipping, and installation.

P. Delegate Agency 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.

Q. Delegate Agency must contact the PSD Fiscal representative for any questions regarding payments. Delegate Agency shall at no time contact the Auditor-Controller/Treasurer/Tax Collector directly regarding payments.

VIII. RIGHT TO MONITOR AND AUDIT

A. County shall have the absolute right to monitor the performance of Delegate Agency 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 Delegate Agency in the delivery of services provided under this Contract. Full cooperation shall be given by Delegate Agency in any auditing or monitoring conducted. Delegate Agency shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Delegate Agency that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

C. Delegate Agency 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 Delegate Agency 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, Delegate Agency 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. Delegate Agency 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 Delegate Agency.

F. Upon County request, Delegate Agency 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, Delegate Agencies expending $750,000 or more in federal funds within the Delegate Agency'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 Delegate Agency's fiscal year. Please refer to 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 Delegate Agency shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
93.600 Head Start

I. County is required to identify the Delegate Agency 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 Delegate Agency shall provide the Delegate Agency 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.

Delegate Agency Name as registered in DUNS	Easter Seals Southern California, Inc.
DUNS	055555955
FAIN	09CH10016-04

IX. 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, Delegate Agency shall notify the County within one (1) working day, in writing and by telephone.

B. Failure by Delegate Agency to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

C. Delegate Agency 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 Delegate Agency 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 Delegate Agency 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 Delegate Agency 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 Delegate Agency for and during the period in which Delegate Agency 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 Delegate Agency 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 Delegate Agency. 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 Delegate Agency under this Contract and the balance, if any, shall be paid by the Delegate Agency 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 statue 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.

X. 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 XI of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

XI. EARLY TERMINATION

A. The County may terminate the Contract immediately under the provisions of Section XII, Paragraph C of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Delegate Agency 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. Delegate Agency shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Delegate Agency shall not be reimbursed for costs incurred after the date of termination.

C. Upon receipt of termination notice Delegate Agency shall promptly discontinue services unless the notice directs otherwise. Delegate Agency 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.

XII. 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.

Delegate Agency: Easter Seals of Southern California
4688 Ontario Mills Parkway
Ontario, CA 91764

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. Delegate Agency 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.

Delegate Agency shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Delegate Agency. 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 Delegate Agency'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 Delegate Agency'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 Delegate Agency, if prior written approval has not been obtained from County.

2. Before equipment purchases made by Delegate Agency are reimbursed by County, Delegate Agency 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. Delegate Agency 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, Delegate Agency 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 Delegate Agency 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 Delegate Agency 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. Delegate Agency 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 Delegate Agency 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, Delegate Agency 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 Delegate Agency 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. Delegate Agency 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 Delegate Agency for County.

XIII. CONCLUSION

A. This Contract, consisting of forty-two (42) pages and Attachments A though D, is the full and complete document describing services to be rendered by Delegate Agency 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 Delegate Agency has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 23 2020

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

Easter Seals Southern California, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Carlene Holden
(Print or type name of person signing contract)

Title Executive Vice President
(Print or Type)

Dated: 6/12/2020

Address 1063 McGaw Avenue, Suite 100

Irvine, CA 92614

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► DocuSigned by: Adam Ebright	► DocuSigned by: Jennifer Mulhall-Daudel	► DocuSigned by: Phalos Haire
Adam Ebright, Deputy County Counsel	Jennifer Mulhall-Daudel, Contracts Manager	Phalos Haire, Director Preschool Services Department
Date June 17, 2020	Date June 17, 2020	Date June 17, 2020

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ATTACHMENT A

PROGRAM BUDGET

EASTER SEALS SOUTHERN CALIFORNIA
Head Start & Early Head Start FY 2020-21 Budget

(Funded Slots HS: 127 full-day, 224 part-day, 132 home-based)
(Funded Slots EHS: 72 full-day, 24 home-based)

GABI	Description	Head Start Budget FY 2019-20	Head Start Budget FY 2020-21	2% COLA Increase FY 2020-21	Final HS Budget FY 2020-21	EHS Budget FY 2019-20	EHS Budget FY 2020-21	2% COLA Increase FY 2020-21	Final EHS Budget FY 2020-21
A.	Personnel								
A01	Program Managers & Content Area Experts	240,583	240,583		240,583	71,081	71,081		71,081
A02	Teachers/Infant Toddler Teachers	1,114,348	983,383	52,339	1,035,722	224,385	435,536	20,227	455,763
A03	Home Visitor	332,217	332,217		332,217	57,792	57,792		57,792
A05	Teacher Aides & Other Education Personnel	-	-		-	-	-		-
A06	Health/Mental Health Services Personnel	53,112	53,112		53,112	7,422	7,422		7,422
A07	Disabilities Services Personnel	38,532	38,532		38,532	5,384	5,384		5,384
A08	Nutrition Services Personnel	31,326	31,326		31,326	-	-		-
A10	Program Manager and Content Area -FCFP	-	-		-	-	-		-
A11	Other Family & Community Partnership Personnel	290,815	290,815		290,815	72,771	72,771		72,771
A12	Executive Director/Other Supervisor of HS Director	15,581	15,581		15,581	43,430	43,430		43,430
A15	Staff Development	10,294	10,294		10,294	28,845	28,845		28,845
A17	Fiscal Personnel	49,019	49,019		49,019	29,659	29,659		29,659
A18	Other Administrative Personnel	151,289	151,289		151,289	43,536	43,536		43,536
A19	Maintenance Personnel	19,939	19,939		19,939	-	-		-
	Total Personnel	2,347,055	2,216,090	52,339	2,268,429	584,285	795,456	20,227	815,683
B.	Fringe Benefits								
B01	Social Security(FICA), State Disability, Unemployment	280,211	264,575	6,539	271,114	65,876	90,488	2,351	92,839
B02	Health/Dental/Life Insurance	232,755	219,767	5,267	225,054	53,187	72,720	1,889	74,609
B03	Retirement	92,259	87,111	2,087	89,198	22,995	31,433	817	32,250
	Total Fringe Benefits	605,225	571,453	13,913	585,366	141,848	194,641	5,057	199,698
C.	Travel								
C01	Staff Out-Of-Town Travel	-	-		-	-	-		-
	Total Travel	-	-	-	-	-	-	-	-
E.	Supplies								
E01	Office Supplies	10,200	10,200		10,200	17,500	17,500		17,500
E02	Child and Family Service Supplies	15,000	15,000		15,000	35,200	35,200		35,200
E03	Food Services Supplies	5,000	5,000		5,000	10,500	10,500		10,500
E04	Other Supplies	8,920	8,920		8,920	10,200	10,200		10,200
	Total Supplies	39,120	39,120	-	39,120	73,400	73,400	-	73,400
F.	Contractual								
F03	Training and Technical Assistance	-	-		-	-	-		-
F08	Other Contracts (Membership Fee & Temp Help)	15,000	15,000		15,000	7,500	7,500		7,500
	Total Contractual	15,000	15,000	-	15,000	7,500	7,500	-	7,500
H.	Other								
H02	Rent	55,617	55,617		55,617	6,098	6,098		6,098
H04	Utilities, Telephone	151,298	151,298		151,298	34,221	34,221		34,221
H05	Building and Child Liability Insurance	10,600	10,600		10,600	3,800	3,800		3,800
H06	Building Maintenance/Repair and Other Occupancy	32,200	32,200		32,200	24,200	24,200		24,200
H08	Local Travel	18,300	18,300		18,300	7,500	7,500		7,500
H09	Nutrition Services Personnel	35,030	35,030		35,030	20,800	20,800		20,800
H10	Child Service Consultants	10,000	10,000		10,000	5,000	5,000		5,000
H13	Parent Services	3,500	3,500		3,500	1,500	1,500		1,500
H14	Accounting & Legal Services	56,555	56,555		56,555	22,900	22,900		22,900
H15	Publication/Advertising/Printing	4,000	4,000		4,000	10,500	10,500		10,500
H16	Training or Staff Development	10,200	10,200		10,200	19,200	19,200		19,200
H17	Other	83,645	83,645		83,645	37,500	37,500		37,500
	Total Other	470,945	470,945	-	470,945	193,219	193,219	-	193,219
	Total Budget	3,477,345	3,312,608	66,252	3,378,860	1,000,252	1,264,216	25,284	1,289,500
	Indirect Cost Rate	-	-	-	-	-	-	-	-
	Grand Total Budget	3,477,345	3,312,608	66,252	3,378,860	1,000,252	1,264,216	25,284	1,289,500
	In-Kind Match Required	869,336	828,152	16,563	844,715	250,063	316,054	6,321	322,375
	Total Program Budget	4,346,681	4,140,760	82,815	4,223,575	1,250,315	1,580,270	31,605	1,611,875

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United States Department of Agriculture

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18**[2] (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both[4]	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)[5,6,7]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[8], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[8,9]				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

[1] Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

[2] Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

[3] Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

[4] Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

[5] At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

[6] Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

[7] Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

[8] Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

[9] Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¾ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

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CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18[2]** (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products[4]	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened[5]	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables[6]	⅛ cup	¼ cup	½ cup	½ cup
Fruits[6,7]	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)[8,9]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[10], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

[1] Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

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[2] Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

[3] Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

[4] Alternate protein products must meet the requirements in Appendix A to Part 226.

[5] Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

[6] Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

[7] A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

[8] At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

[9] Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

[10] Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

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CHILD MEAL PATTERN

Snack (Select two of the five components for a reimbursable snack)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18**[2] (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products[4]	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened[5]	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables[6]	½ cup	½ cup	¾ cup	¾ cup
Fruits[6]	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)[7,8]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[9], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[9,10]				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

[1] Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

[2] Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

[3] Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

[4] Alternate protein products must meet the requirements in Appendix A to Part 226.

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ATTACHMENT C

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 Delegate Agency'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 Delegate Agency/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

6/12/2020
Date

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ATTACHMENT D

ASSURANCE OF COMPLIANCE STATEMENT

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

EASTER SEALS SO CA INC.

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, 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 1135 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.

[redacted]

DATE 6/12/2020

SIGNATURE [redacted]

[redacted]

ORGANIZATION

EASTER SEALS SO CA INC.

[redacted]

ADDRESS

1063 MCGAW AVENUE SUITE 100
IRVINE, CA 92614