



Contract Number

SAP Number

## Preschool Services Department

Department Contract Representative	Lydia Gitonga
Telephone Number	909.386.8314
Contractor	Management Information Technology USA, Inc dba ChildPlus Software
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Telephone Number	800.888.6674
Contract Term	July 1, 2021- June 30, 2024
Original Contract Amount	\$250,340
Amendment Amount	N/A
Total Contract Amount	\$250,340
Cost Center	5911012220

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The San Bernardino County (County) desires to utilize a record keeping and reporting system for the tracking of student, staff and program requirements for the Head Start, Early Head Start, and State Preschool programs; and

**WHEREAS**, County has been allocated funds by the Federal Administration for Children and Families, the California Department of Education, and the Children and Families Commission of San Bernardino to provide such services; and

**WHEREAS**, County finds Management Information Technology USA, Inc. dba ChildPlus Software (Contractor) qualified to provide such services; and

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

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

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### ATTACHMENTS

ATTACHMENT A – COMPLAINT AND GRIEVANCE PROCEDURE

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## I. DEFINITIONS

- A. Acuscreen – A one-on-one activity-based assessment, including direct observation and caregiver input, to provide a complete picture of each child. This includes assessments of cognitive, perceptual-motor, language, and social development.
- B. Ages and Stages Questionnaire: Social-Emotional (ASQ S/E) – Research validated screening system that helps assess children’s social-emotional development.
- C. California State Preschool Program (CSPP) – A combination of State Preschool, Prekindergarten and Family Literacy, and General Child Care center-based programs which include both part-day and full-day services that provide a core class curriculum that is developmentally and culturally appropriate for the children served.
- D. Child Development Data Reporting (CDD-801A) – The data collection in which agencies report specific information about every family receiving child care and development services provided by funding from a contract with the California Department of Education (CDE), Early Education and Support Division (EESD).
- E. Child Development Management Information System (CDMIS) – A System that collects attendance information that is used by CDE to determine the Maximum Reimbursable Amount (MRA) to the contractor.
- F. Classroom Assessment Scoring System Pre-K and Toddler (CLASS) – A research-based observational instrument that assesses classroom teacher 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.
- G. 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.
- H. DayC-2 – A screening tool, for children ages 6 weeks to 3 years, that helps identify children with possible delays in the domains of Cognition, Communication, Social-Emotional Development, Physical Development, and Adaptive Behavior. Allows teaching staff to obtain information through observation, interview of caregivers, and direct assessment. Each domain reflects an area mandated for assessment and intervention for young children in Individuals with Disabilities Education Act (IDEA).
- I. Desired Results Developmental Profile – Preschool (DRDP–2015) – An on-going observation-based assessment tool for children ages 3 to 5 years used to determine children’s developmental progress.
- J. Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA) – Performance standards for determining eligibility, recruiting, selecting, enrolling, and monitoring attendance. Defines how Head Start and State Preschool programs recruit, select, and enroll 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.
- K. Family Partnership Agreement (FPA) – 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.
- L. Family Service Assessment (FSA) – A tool used to determine families’ immediate needs in order to make appropriate referrals for assistance.
- M. Head Start Act – A federal law signed into law on December 12, 2007 through the Improving Head Start for School Readiness Act. The Act includes several reforms to the Head Start program, including placing a greater focus on the credentials of Head Start Teachers, and

requires low-performing organizations to compete for renewal of their grants in their geographic region.

- N. Head Start Performance Standards – Rules and regulations governing the federally funded Head Start and Early Head Start Programs.
- O. Individualized Educational Plan (IEP) – Head Start and/or State Preschool Service Plan developed with the family when a determination is made that a toddler ages 3 to 5 years needs special education and related services. IEP must be developed within 30 days of a special needs determination.
- P. Individual Family Service Plan (IFSP) – A plan designed to meet the unique educational needs of infant/toddlers, ages 0 to 3 years. The IFSP expiration date must be tracked to ensure a new plan is obtained at the expiration date of the plan.
- Q. Local Education Agency (LEA) – Entity which operates a local public primary school or provides government services to schools within a local area.
- R. Non-Federal Share (NFS) – An optional contribution of services, goods, or cash expended for an allowable Head Start and State Preschool program cost. Non-Federal Share must be tracked to ensure the agency meets the twenty percent (20%) mandate by the Office of Head Start.
- S. Personally Identifiable Information (PII) – Information which can be used to distinguish or trace an individual's identity, including, but not limited to, name, social security number, date of birth, address, children's names, driver's license number, any computer-based address or identifier.
- T. Preschool Services Department (PSD) – Head Start/State Preschool Programs have been operating in the County since 1965. Since 1999, San Bernardino County PSD has provided these programs through a combination of direct and contracted services. PSD administers the 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.
- U. Privacy Laws – All applicable federal, state and foreign data protection, privacy and data security laws, as well as applicable regulations and formal directives intended by their nature to have the force of law, including, without limitation, the California Consumer Privacy Act ("CCPA") but excluding, without limitation, consent decrees.
- V. Professional Development Plan – A plan for all employees who provide direct services to children designed to improve teacher and staff effectiveness by identifying and tracking trainings taken by staff.
- W. 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 Preschool programs nationwide.
- X. State Preschool Services – A state funded child development program that serves children ages 3 to 5 years in a classroom setting. To be eligible the child must meet age, income, and residency criteria. Priority is given to children who are recipients of Child Protective Services or at risk of abuse or neglect. State income guidelines are different than the federal poverty guidelines.

## **II. CONTRACTOR SERVICE RESPONSIBILITIES**

Contractor shall provide a fully functional record keeping and reporting system ("the system") that consistently collects and records data, and provides accurate and timely information regarding children, families, and staff with minimal customization and complies with all of the requirements listed below. The system must ensure appropriate confidentiality of all information entered into the system.

- A. The system shall include the following:

1. An eligibility enrollment report that prioritizes children based on criteria provided by PSD.
2. The ability for users to view a listing of children by agency/site/classroom. Users must be able to choose a child from within the listing to display a snapshot of the child's pertinent data within the same window. Users must be able to move from child to child without having to hit the browser back button to choose another child.
3. The ability to create user defined fields, tables, and the ability for the County to make customizations in the database as needed.

**B. Eligibility Recruitment Selection Enrollment and Attendance (ERSEA)**

The system shall provide the following:

1. The ability to enroll children in multiple program options that run concurrently or separately within the same day, as program enrollment may change daily.
2. The ability to customize each program's (e.g., Federal, State, other programs) eligibility/selection criteria.
  - a. Each program option (e.g., Federal, State CDE, First 5) must have a viewable and printable priority enrollment report based upon the selection criteria that is unique to that program option.
  - b. Income eligibility must be determined separately according to the specific program.
  - c. State rankings shall be used for printable priority enrollment report for the California State Preschool Program.
3. Enter recertification dates due by specific program model.
4. Send reminder e-mail to case manager (generalist) with due date of re-certifications.
5. Track eligibility for children enrolled with the County across multiple programs, including Head Start, Early Head Start, State preschool, First Five, etc.

The Contractor shall identify the following categories of eligibility within the system:

- a. Categorical eligibility – Family
  - 1) Family is homeless.
  - 2) Child is a foster child.
- b. Income Eligibility

Family is under federal poverty guideline based upon family size.
- c. California State Preschool Program (CSPP) - identify income rankings in accordance with the Child Care and Development Income Rankings (per Attachment A).

**C. Attendance Tracking**

The system shall include the following:

1. Customized tracking of attendance by program model (e.g., Federal, State, other programs).
  - a. Customize absence reasons that are specific to each program model.
  - b. Set calendars for each classroom/child that includes holidays and non-school days.
2. The ability to transfer children from one site/program to another with an easily viewable audit trail or report that can be run.
3. The ability for users to run and export attendance data for the State-only program in a format of the CDD-801A that is up loadable into the State CDMIS system.
4. Provide reports to show all attendance history for all children (including archived children from the prior year).
5. Tracking of daily meal counts/attendance, including the ability to note children that arrive late or leave early and do not receive a meal.
6. Tracking of home based weekly visits and socializations.
7. An alert to program staff if a child is absent for four (4) consecutive days.

D. Education and Assessments

The system shall:

1. Set specific deadlines for each assessment, to include, but not limited to, ASQ S/E, Acuscreen, speech screening, according to classroom based upon the start date.
2. Capture all data for Pre-K and Toddler CLASS observations and allow upload of observations sheets to database for each classroom that was observed.
3. Provide reports, including, but not limited to, the following:
  - a. Calculate and display averages for each domain of CLASS and/or DRDP 2015.
  - b. Calculate and display averages for each dimension.
  - c. View observations and averages in detail by teacher, classroom, or site.
  - d. Pull individual reports by site/class and by organization and place into charts for easy viewing.
  - e. Aggregate/disaggregate assessment data by program, site, class, teacher, program option, domains, measures, age, dual language learners, and number of years in program.
4. Track the following screenings and assessments, including, but not limited to, Acuscreen, ASQ S/E, Communication Screening, DayC-2, DRDP-PS (DRDP 2015 beginning 7/1/2015). PSD will not use ChildPlus.net to subvert the copyright protection of the copyright holders of any of these tools. For each screening, provide the following capability:

- a. Aggregate/disaggregate assessment data by child, program options, domains, measures, age, dual language learners, and number of years in program.
- b. Set triggers and alerts on system for events and have e-mail notifications automatically sent to assigned internal users.
- c. Track aging information of overdue screenings and assessments (e.g., over 30 days).

E. Family Community Engagement

The system shall:

- 1. Track Parent Engagement, including family goals, family assessments, case notes, family referrals, resources lists, home visits, and center conferences.
- 2. Assign dual positions (e.g., generalist and teacher) for home visitors who perform dual roles, without having to assign two user names.
- 3. Assign multiple sites to staff without having to give access to all sites.

F. Health/Mental Health/Disability

The system shall track 30-45-90 day health screening requirements, with the ability to view information by child, classroom, site, and/or organization. Treatment status must be included as required by the PIR. The system shall determine the due date based upon different start dates of each program option that a child is enrolled in, and allow a user to view children that are past due on required screenings.

The system must track the following screenings. The dates are based upon the start date of the child:

- 1. Physicals and Tuberculosis (TB) tests within thirty (30) days.
- 2. Vision and hearing within forty-five (45) days.
- 3. Heights and weights within forty-five (45) days. (Second screening is required by the end of February.)
- 4. Dental Screenings within ninety (90) days.
- 5. Anemia follow up – every three (3) months after referral is submitted.

G. Health/Immunizations

The system shall track the health status, follow-up, and referral on health screenings such as physicals and blood test results, dental examinations and immunization information for children enrolled in a County program including the following:

- 1. Results of T.B. tests, chest X-rays, physical examinations, blood tests results, and immunizations, with the ability to customize results based upon the needs of the County (e.g., to delete or add specific test results).

2. The ability to run reports by specific test results (e.g., children who had no risk factor, abnormal test results).
3. Run reports by specific exemption reasons (e.g., exempt for beliefs, medical waiver).
4. Roll over health referrals from one program year into the next program year for repeater children.
5. Generate a referral report for all repeater children with existing health referrals at rollover.

#### H. Nutrition

The system shall track nutrition information for all children enrolled in a County program and shall provide the following:

1. Set different deadlines specific to each health requirement, per the PIR, by classroom, when there are different start dates (i.e., full day starts in July, State Preschool part day starts in August, Head Start part day starts in September).
2. Calculate Body Mass Index (BMI) and provide users the ability to print out a Growth Assessment Report along with a chart showing the child's ranking as compared to the acceptable BMI for children age two (2) years and older.
3. The ability to print out a growth chart (weight for length and head circumference for age) for children, birth to twenty-four (24) months using one chart for both.
4. Provide the ability to run a report for child with food allergies, excluding environmental allergies, for each site.
5. The ability to filter the list of all children with a BMI that is greater than eighty-five percent (85%) or under five percent (5%).
6. When a referral is made in the system for nutritional problems, the system must automatically notify the Registered Dietician directly, and track the status of the referrals.

#### I. Mental Health

The system shall track behavioral observation referrals.

#### J. Disabilities

The system shall track the current documented or suspected disability for a child enrolled in a County program. The tracking shall include the following elements:

1. Date of IEP/IFSP and type of disability.
2. Notification within thirty (30) days of the expiration of any IEP/IFSP.
3. The ability to filter multiple enrollment statuses on one report.

#### K. Pregnancy and Birth



The system shall provide tracking for pregnancy and birth of those enrolled in a County program, including the ability to:

1. Enter the due date of the unborn child, proof of pregnancy type, and date received.
2. Notify staff of the need to follow-up on birth of child, within seven (7) days after the due date.
3. Track bi-weekly home visits.

L. Program Information Report (PIR) Tracking

The system shall track the comprehensive data on services, staff, children, and families served in a County Program, including the ability to:

1. Noticeably mark all items required for the PIR.
2. Run the PIR for the prior year up until August 1 of the following year.
3. Conduct data validation for all PIR data entries.

M. Monitoring

The system shall track ongoing monitoring activities as noted in the Office of Head Start (OHS) Monitoring Protocol for areas including, but not limited to, ERSEA, Fiscal, CLASS, Environmental Health & Safety, Comprehensive Services and School Readiness, Program Governance, Management Systems, and Family & Community Engagement.

The system shall:

1. Provide tools to administer the multi-child compliance monitoring requirements (e.g., Federal, State, CACFP).
2. Be updated with all changes in the OHS Monitoring Protocol.
3. Provide customized checklists using the most current OHS Monitoring Protocol.
4. Limit access for entry of data into the monitoring module.
5. Provide customized corrective action plans for areas of concern, non-compliance, and deficiencies.
6. Allow users to view detailed information (reports) for non-compliance and deficiency areas.
7. Allow specific users to assign Corrective Action Plans (CAP) to individuals with a due date.
8. Allow specific users to set schedule follow up visit for Corrective Action Plans.
9. The ability to input monitoring results into the system in real time.

N. Reporting

The system shall have the ability to:

1. Generate reports and graphs via user friendly methods (e.g., wizards).
  2. Create and run Ad Hoc reports for any area in the database.
  3. Customize assignments of users based on their usage and need to generate specific reports (e.g., Human Resources may be given access to all fields deemed necessary by the County).
  4. Query the system based on a specific search criteria.
  5. Provide dashboards to display information at agency, site, classroom, or assigned staff member level.
  6. Save reports into Excel, Word, or PDF formats.
- O. The system shall have the ability to track the time frame of each contract that PSD currently has with vendors/agencies and the ability to set a trigger to notify a specified user within a specified period of time prior to the end of each contract.
- P. Non-Federal Share (NFS)/Volunteer Tracking.

The system shall:

1. Track NFS based upon set valuations that may be entered into the system, and keep track by parent, classroom, site, and agency.
  2. Assign values based upon the type of volunteer work completed and provide an aggregate of the value.
  3. Enable staff to enter the information for volunteers based on time worked (in increments of twenty (25) hours).
  4. Enable staff to enter information for parent activities (school to home) in increments of twenty (25) hours for actual times.
- Q. Inventory

The system shall track all non-expendable equipment purchased, regardless of value:

The system shall:

1. Tracks inventory by unique identifying number supplied by PSD.
2. Includes the following items in the inventory:
  - a. Grant Award Number.
  - b. Status of equipment.
  - c. Purchase price.
  - d. Current Value.

- e. Description.
- f. Condition.
- g. Location.

R. State Fee Management – The CSPP contract provides funding for services to low-income families who could otherwise not afford childcare services. Eligible families, however, may be required to pay a portion of the costs for care (as determined by income eligibility in the CDD Family Fees schedule) at: <http://www.cde.ca.gov/sp/cd/ci/familyfeeschedjuly2014.asp>. The system shall:

- 1. Calculate fees on a daily/monthly basis (based upon state fee schedule) for each child enrolled in the full day CSPP program.
- 2. Generate a monthly invoice (for mailing) to parents to show the fee due for the current month and any prior balance due.
- 3. Document receipt of payments.
- 4. Document any balance due per month.

S. Accounting

The system shall contain an accounting program that includes the following:

- 1. Sets up and monitors separate budgets for each individual site.
- 2. A requisition system that allows requisitions to move through the following process:
  - a. Initiation.
  - b. Submission to Program Manager for approval.
  - c. Submission to the Director for approval.
  - d. Processing by finance.

T. Staff information/Personnel Records

The system shall provide the following:

- 1. Information required by federal regulations, including, but not limited to:
  - a. Pre-employment physical.
  - b. Initial hiring data (i.e., TB test results, physical, background).
  - c. Date of fingerprint clearance verification/exemption information.
  - d. Cardiopulmonary resuscitation (CPR)/First Aid certification date.
  - e. Food Handler's card.
  - f. Teaching Credentials/Permits.

- g. College transcript/degree information.
- 2. Initial hiring information input into the system shall be available for viewing, even after new information is added.
- 3. The ability to run reports showing the original hiring information.
- 4. Tracking of staff assignments to individual supervisors.
- 5. Tracking of Worker's Compensation leave and leave of absence information, and maintain a history of the data.
- 6. Tracking of positions, by position number, and position type provided by the County.
- 7. Tracking of vacant positions and easily run a report that will pull all vacancies that need to be filled.
- 8. The ability to run reports showing staffing trends/turnover rates.
- 9. Tracking of all staff qualifications (e.g., permits).
- 10. Ability to enter all personal information for employees, including, but not limited to, Date of Birth, gender, marital status, race, address, and emergency contact.
- 11. Degree information including, but not limited to, Early Childhood Education related degrees that are reported in the PIR.
- 12. Ability to enter follow up data for staff goals that have been met.
- 13. Track Work Performance Evaluations.
- 14. Track trainings and classes that staff has attended, with the ability to pull up the training information by staff person, date, and/or name of training.
  - a. Allow a user to input training information for multiple users at one time.
  - b. The ability to upload scanned sign in-sheets, as an attachment to the corresponding training for easy viewing and reference.

U. History Logs

Contractor shall provide a system that:

- 1. Automatically captures and records important changes to data.

Includes the time the action was executed, name of the person making the modification, what type of modification occurred.
- 2. Provide system security through unique username and password administration.
- 3. Define various levels of security groups, user roles, and user profiles.
  - a. Administer group membership of authorized personnel.

- b. Enforce a limit of consecutive, invalid access attempts by a user during a specified time period.

V. Security Requirements

Contractor shall meet the HS Privacy and Security requirements as provided in Section III, Paragraph M, below, in addition to the following requirements:

1. The system shall be equipped with a session lock mechanism automatically after a period of twenty (20) minutes of inactivity.
2. Contractor shall provide an emergency plan to store data offsite and have backup that is accessible in the event of a catastrophic event.
3. Contractor shall provide a recovery plan for emergency situations that will have the system available within a minimum of forty-eight (48) hours.

W. Maintenance of Locations/Work Orders

The system shall:

1. Allows users to complete online work orders for maintenance required at each site.
2. Have a numbering system to assign work order numbers.
3. Assign specific sites to individual maintenance employees, and when a work order is completed, automatically assign the work order to the maintenance employee assigned to the site.
4. Allow attachment of pictures to an individual work order.
5. Assign categories to the work orders for areas of importance (e.g., safe environments – need action within forty-eight (48) hours).

X. Correspondence

The system shall generate standardized letters, forms, and Notice of Actions, in accordance with the following requirements:

1. The ability to populate client information from the system into the letter, form, and/or Notice of Action.
2. The letters, forms, and Notices of Action shall mirror required documents issued by the funding source, to include, but not limited to, State Notices of Action.
3. The system shall format correspondence to send to the Primary Caregiver of the child.

Y. Customer Support

The Contractor must provide customer service to the County, including the following:

1. Notification and documentation for delivery of system patches, updates, and new releases, at least fifteen (15) days prior to any update.

2. A toll-free telephone number available for users to call for technical support that is operational during County business hours (Monday – Friday, 7:00 am to 6:30 pm, Pacific Time).
3. A system for prioritizing issues.
4. A process for escalating issues not completed by anticipated completion time.
5. The use of web conferencing and real-time interactive technology to assist with support problem solutions.

Z. IT Requirements

Contractor shall provide the following

1. Application data backup within two hours of input and replication within one hour.
2. Support the application in a virtual server environment.
3. Ensure database is frequently updated with any requested changes by the County and/or changes in regulations. Changes will be implemented upon PSD's approval of the price and specifications for each change. Any change resulting in an increase to the overall Contract cost, will require a contract amendment and approval by the San Bernardino County Board of Supervisors.
4. Provide users with the ability to open multiple documents/screens at one time.
5. Allow the County to determine and choose which fields are validated (offer data validation).
6. Rollover data for each fiscal year with a menu that enables users to choose children to rollover by current status, with minimal impact/disruption to the County.
7. Provide an online User Manual that is updated with any changes in the system.
8. Provide backup maintained off site to mitigate any major catastrophe or malfunction in the system.
9. The ability to scan and upload documents up to 10MB in size per document.
10. The system must be available between the hours of 7:00 am to 6:30 pm, Monday through Saturday, Pacific Time.

### III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
  1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in

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

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

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or

omissions of its subcontractors under the terms and conditions specified in Paragraph CC of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs W and X of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
  2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
  3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within San Bernardino County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.
- All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.
- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.



If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- O. Contractor will ensure that staff are knowledgeable on Preschool Services Department: San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure
- P. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items specified at <https://childplus.com/privacy/> prior to providing any services. The information contained thereat is hereby incorporated by this reference.
- Q. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- R. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. Confidential information does not include information that: (a) is already known to Contractor without restriction on use or disclosure prior to receipt of such information from the County; (b) is or becomes generally known by the public other than by breach of this Contract by, or other wrongful act of, Contractor; (c) is developed by Contractor independently of, and without reference to, any confidential information of the County; or (d) is received by Contractor from a third party who is not under any obligation to the County to maintain the confidentiality of such information. Contractor may disclose confidential information of the County to the extent compelled by law to do so, provided Contractor gives the County prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the County's cost, if the County wishes to contest the disclosure. If Contractor is compelled by law to disclose the County's confidential information as part of a civil proceeding to which the County is a party, and the County is not contesting the disclosure, the County will reimburse Contractor for its reasonable cost of compiling and providing secure access to that confidential information. Any feedback, comments, suggestions or proposed modifications to the system provided by County to Contractor may be freely used by Contractor without limitation, notice, or duty of accounting.
- S. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact

the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

- T. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
  3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- U. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- V. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern

or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

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

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

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

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

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

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

Y. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

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

1. Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any

goods or services furnished to County by Contractor under this Contract; provided, however, that Contractor will have no obligations under this Section III(Z)(1) with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by County to Contractor; (b) use of the goods or services in combination with any materials or equipment not supplied to County or specified by Contractor in writing; (c) any modifications or changes made to the goods or services by or on behalf of any person or entity other than Contractor; (d) the use of any version of the services other than the most current release made available by Contractor; (e) County data; or (f) County's breach of this Contract or any SOW(s) If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will promptly notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (i) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Goods or Services that are the subject of the claim.

If, in Contractor's opinion, any goods or services became, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for county the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide county with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and

the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

- f. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than one million dollars (\$1,000,000) for each occurrence or event with an annual aggregate of two million dollars (\$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.

AA. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

BB. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

CC. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation.

These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment B) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
  - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
  - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
  - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
  - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.



- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- DD. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- EE. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- FF. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds one million dollars (\$1,000,000), Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- GG. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
- To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- HH. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- II. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the (\*appropriate dept.) Director or their designee, and shall include County approved branding.
- JJ. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@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.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- KK. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).
- LL. Proprietary Rights and Licenses.

1. Contractor and its licensors reserve all of their rights, title, and interest in and to the system, and any other goods or services provided herein under, including all updated, upgrades, or derivative works from the foregoing, and all intellectual property rights therein. No rights are granted to County hereunder other than as expressly set forth in this Contract.
2. Subject to County's compliance with this Contract and any SOW(s), Contractor grants to County a non-exclusive, personal, non-transferable, limited license for its authorized user to access and use the system solely for County's internal business purposes during the Contract Term. County does not have any rights to physically possess a copy of the system. For the avoidance of doubt, County shall be responsible for the compliance with the terms and conditions of this Contract of all agencies and authorized users who access the system pursuant to this Contract or otherwise receive logins to the system from County, and any act or omission of an agency or authorized user that would be a breach of the Contract if done by County will be deemed a breach of the Contract by County. Unless otherwise agreed in writing, only County, and no other agency or authorized user may take any action to enforce rights and obligations arising from the Contract.
3. County grants to Contractor and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use and process data and information submitted by or for Customer into the system ("County data") for (a) internal business purposes in order to maintain, evaluate, develop, and improve its system and services; (b) to respond to a County's support request; (c) to fulfill its obligations to County under the Contract; or (d) to comply with applicable laws. County warrants to Contractor that County has the right to grant the foregoing license and provide County data to Contractor in accordance with this Contract. County represents and warrants that (a) the County data, including PII, entered into the system by County or otherwise provided to Contractor for processing under the Contract is collected and/or validly obtained by and may be utilized by County and shared with Contractor as described in this Contract in compliance with all applicable laws, rules and regulations, including without limitation all Privacy Laws; (b) County has obtained parental or guardian consent for the collection of all PII relating to a child and for the transfer of such information to Contractor as a third party service provider; (c) if County utilizes the Contractor online participant application, County has and shall have at all times posted on pages that collect PII an accurate and complete privacy policy that describes such County's data handling practices and that is in compliance with all applicable Privacy Laws; and (d) County is and shall at all times be in compliance with all applicable laws rules and regulations governing telephone, text and e-mail communications with consumers, including, without limitation the Telephone Consumer Protection Act of 1991 and all related guidance of the Federal Communications Commission. County shall defend, indemnify and hold harmless Contractor from and against all loss, expense (including reasonable out-of-pocket attorneys' fees and court costs), damage or liability arising out of any claim arising out of a breach of this Section III(LL)(4).
4. Blind Data. Notwithstanding Section III(LL)(3), where the system includes the DRDP Assessment Features, County hereby grants to Contractor a perpetual, non-exclusive, transferable, assignable, royalty-free, worldwide license to anonymize County data from time to time and transfer files of such anonymized County data to the WestEd Center for Child and Family Studies and its research partners, and its and their successors and assigns, for the purposes of determining participants' assessment results and for ongoing research activities related to the DRDP assessment.

MM. Disclaimer. **Other than as expressly set forth in this contract, contractor disclaims all warranties, conditions, or representations to county regarding this contract and the system, whether oral or written, express, implied, or statutory. Without limiting the**

foregoing, any implied warranty or condition of merchantability, the implied warranty against infringement, the implied warranty or condition of fitness for a particular purpose, and those arising from a course of dealing or usage of trade are expressly excluded and disclaimed by contractor. No warranty is made that use of the system will be error free or uninterrupted, that any errors or defects in the system will be corrected, or that the system functionality will meet county's requirements. Contractor disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting contractor.

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

County shall:

- A. Compensate Contractor per the provisions outlined in Section V of this Contract.
- B. Work cooperatively with Contractor to set up areas in the recordkeeping and reporting database that will conform to the needs of the program.
- C. Designate an individual to serve as the primary point of contact for the recordkeeping and reporting database, and who will serve as the database Administrator on behalf of the County.
- D. Monitor and evaluate Contractor performance on an ongoing basis and schedule periodic meetings with Contractor to discuss performance, problem areas, procedures, and recommended changes.
- E. Accept any in-kind contributions from the Contractor towards PSD's in-kind requirement.
- F. County 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 Contractor to County or an agent of County or otherwise made available to County or County's agent in connection with this Contract; or, (2) acquired, obtained, or learned by County or an agent of County 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. Confidential information does not include information that: (a) is already known to County without restriction on use or disclosure prior to receipt of such information from the Contractor; (b) is or becomes generally known by the public other than by breach of this Contract by, or other wrongful act of, County; (c) is developed by County independently of, and without reference to, any confidential information of the Contractor; or (d) is received by County from a third party who is not under any obligation to the Contractor to maintain the confidentiality of such information. County may disclose confidential information of the Contractor to the extent compelled by law to do so, provided County gives the Contractor prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Contractor's cost, if the Contractor wishes to contest the disclosure. If County is compelled by law to disclose the Contractor's confidential information as part of a civil proceeding to which the Contractor is a party, and the Contractor is not contesting the disclosure, the Contractor will reimburse County for its reasonable cost of compiling and providing secure access to that confidential information. The system is Contractor's confidential information.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount of reimbursement under this Contract shall not exceed \$250,340, of which \$250,340 may be federally funded, and shall be subject to availability of funds to the

County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

- B. Contractor shall be reimbursed at the subscription rate of \$2,500 base fee and \$25 per child, based upon 5,100 children. Funds are divided for 5,100 child licenses as follows:

\$130,000 ChildPlus core software (less \$79,235.89 for NFS)	\$50,764.11	July 1, 2021 through June 30, 2022
\$130,000 ChildPlus core software (less \$47,423.71 for NFS)	\$82,576.29	July 1, 2022 through June 30, 2023
\$130,000 ChildPlus core software (less \$13,000.00 for NFS)	\$117,000.00	July 1, 2023 through June 30, 2024
<b>Total</b>	<b>\$250,340.40</b>	

- C. This shall be a fee for service basis of payment.
- D. The Contractor shall contribute NFS in the amount of \$139,659.60, as described more specifically above, as follows:

\$79,235.89	July 1, 2021, through June 30, 2022
\$47,423.71	July 1, 2022, through June 30, 2023
\$13,000.00	July 1, 2023, through June 30, 2024
<b>\$139,659.60</b>	<b>Total</b>

- E. Invoices shall be submitted on a quarterly basis by the 5th of the month prior to the quarter that services will be rendered. Invoices shall be submitted for the quarterly service charges in advance. Training services shall be billed on a monthly basis, by the 5th of the month following when the training occurred.  
Monthly claims will be sent to:  
Preschool Services Department  
Attn: Finance Unit  
662 South Tippecanoe Avenue  
San Bernardino, CA 92415-0630
- F. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice, and shall be processed with a net sixty (60) day payment term following approval by County.
- G. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- H. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- I. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue.

Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- J. 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.
- K. **In no event will either party be liable to the other or to any third party for any consequential, incidental, indirect, exemplary, special or punitive damages, including loss of use, revenue, profit, or data, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.**
- L. **In no event will either party's liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to contractor pursuant to this agreement during the twenty four (24) month period preceding the event giving rise to the claim.**

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

- A. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- B. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- D. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- E. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- F. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending seven fifty thousand dollars (\$750,000) or more in federal funds within the Contractor's fiscal

year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.

- G. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:  
93.600 Head Start

- H. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	Management Information Technology USA, Inc. dba ChildPlus Software
DUNS	623538923
FAIN	09CH011719

## VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to substantially comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach;; and/or
  - 3. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## **VIII. TERM**

This Contract is effective as of July 1, 2021, and expires June 30, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services. County will immediately cease use of any services and the system and, within thirty (30) days after termination or expiration of this Contract, return to Contractor or, at Contractor's written request destroy, all Contractor confidential information in County's possession or control.

## **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.  
  
Contractor: Management Information Technology USA, Inc.  
Dbas ChildPlus Software  
303 Perimeter Center North, Suite 400  
Atlanta, GA 30346  
  
County: San Bernardino County  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515
- B. In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
  - 1. This Contract;
  - 2. Attachments to this Contract, as indicated herein; and
  - 3. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- C. 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.
- D. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This

prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

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

- E. 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.
- F. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- G. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- 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 San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- L. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith



and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

- M. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- N. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- O. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- P. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- Q. The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
  - 1. Such governmental body does not have and will not have in force any other contract for like purchases.
  - 2. Such governmental body does not have under consideration for award any other bides or quotations for like purchases.

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

## XI. CONCLUSION

- A. This Contract, consisting of thirty-three (33) pages and Attachments A through B, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

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

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

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

Management Information Technology USA, Inc.  
dba ChildPlus Software

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

By ►

(Authorized signature - sign in blue ink)

Name Stacy Lewis  
(Print or type name of person signing contract)

Title Director of Business Development  
(Print or Type)

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

Address 303 Perimeter Center North, Suite 400  
Atlanta, GA 30346

### FOR COUNTY USE ONLY

Approved as to Legal Form

►  
Adam Ebright, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Becky Giroux, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
Jacquelyn Greene, Interim Director,  
Preschool Services Department

Date \_\_\_\_\_

## COMPLAINT AND GRIEVANCE PROCEDURE

(INSTRUCTIONS: THE PARTICIPANT IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.)

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

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

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

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

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

2. Forward the written complaint/grievance to your Caseworker (whichever is applicable).

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 Program Manager at the following address:

Preschool Services Department of San Bernardino County  
662 S. Tippecanoe Avenue  
San Bernardino, CA 92415-0630  
ATT: Personnel Unit - Confidential  
Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

4. If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

Human Services System, Contracts Manager  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: 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 San Bernardino County Human Services System Complaint and Grievance Procedure.

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Signature of Service Recipient

---

Date

## ASSURANCE OF COMPLIANCE STATEMENT

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

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

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

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DATE

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SIGNATURE

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\_\_\_\_ChildPlus Software\_\_\_\_  
ORGANIZATION