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**Contract Number**  
19-593 A-4

**SAP Number**  
4400012549

## Children and Family Services

<b>Department Contract Representative</b>	Kris Bussard
<b>Telephone Number</b>	(909) 386-8395
<b>Contractor</b>	Pomona Unified School District
<b>Contractor Representative</b>	Luis Valadez
<b>Telephone Number</b>	(909) 397-4740 x 25294
<b>Contract Term</b>	September 1, 2019 through June 30, 2024
<b>Original Contract Amount</b>	\$3,514,855
<b>Amendment Amount</b>	\$2,748,435
<b>Total Contract Amount</b>	\$6,263,290
<b>Cost Center</b>	5017041000

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 4:

It is hereby agreed to amend Contract No. 19-593, effective immediately upon execution, as follows:

#### SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

Amend Paragraph F to read as follows:

- F. Provide navigation services to eligible families, which include but are not limited to:
1. Engaging with resource parents at initial referral to assist parents in finding and securing a childcare provider of their choosing. Evidence must be provided to the County that attempts at this early engagement were completed via phone or in person prior to commencing services;
  2. Securing a subsidized childcare placement as soon as possible, if eligible. If the family is potentially eligible for a subsidized placement, work should begin to secure this placement as soon as the case opens, and the case should be transitioned as soon as such a placement is available;
  3. Completing childcare program applications;
  4. Developing a plan for long-term childcare appropriate to the child's age and needs; and

5. Working with eligible families, the child's extended family, social worker, probation officer, and Child and Family Team (CFT) to assess childcare opportunities and provide client education to resource families based on the child's age and needs.

**Amend Paragraph K to read as follows:**

- K. Request an extension to provide the monthly payments for childcare, if necessary, from the County thirty (30) days prior to the end of the initial six (6) month period. Provide the County with an explanation for the extension request. Clients should not be automatically extended for another six (6) months without an approved reason, as solely determined by the County. The County may, on a case-by-case basis, approve an extension not to exceed twelve (12) months. Written approval from CFS must be obtained prior to providing additional services.

**SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES**

**Add Paragraphs MM through OO to read as follows:**

- MM. In performing services at County facilities, Contractor personnel (including subcontractors) shall:
  1. Conduct themselves in a businesslike manner,
  2. Comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional, and ethical conduct,
  3. Comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County, and
  4. Abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (2), (3), and (4) (collectively, "County Policies").
    - a. County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a county facility, electronic posting, or other means generally used by County to disseminate such information to employees or contractors.
    - b. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.
- NN. 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.
- OO. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their

contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

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

**Amend Paragraph A to read as follows:**

- A. The maximum amount of payment under this Contract shall not exceed \$6,263,290, and shall not exceed the annual amount stated below, of which \$1,251,692 may be federally funded, and shall be subject to availability of funds to the County.

FY 19/20 \$ 822,270

FY 20/21 \$ 822,270

FY 21/22 \$ 920,225

FY 22/23 \$1,766,828

FY 23/24 \$1,931,697

#### **SECTION VIII. TERM**

**Amend Section VIII. TERM to read as follows:**

This Contract is effective as of September 1, 2019 and is extended from its amended expiration date of June 30, 2023 to expire on June 30, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

#### **ATTACHMENTS**

**Amend ATTACHMENT C –**

Amend Program Budget July 1, 2022 – June 30, 2023.

Add Program Budget for the period of July 1, 2023 - June 30, 2024.



**All other terms and conditions of Contract No. 19-593 remain in full force and effect.**

This Amendment 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 Amendment (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 Amendment upon request.

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 13 2023  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

By *Jennifer Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy

Pomona Unified School District

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

By ► *Sandra Garcia*  
(Authorized signature - sign in blue ink)

Name Sandra Garcia  
(Print or type name of person signing contract)

Title Assistant Superintendent/CBO  
(Print or Type)

Address 800 S. Garey Ave  
Pomona, CA 91766

Approved by Board: May 17, 2023

Approved as to Form:

MUNDELL, ODLUM & HAWS, LLP  
General Counsel

*[Signature]*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► *Kaleigh Ragon*  
Kaleigh Ragon, Deputy County Counsel  
Date June 1, 2023

Reviewed for Contract Compliance

► *Patty Steven*  
Patty Steven, HS Contracts Unit  
Date June 1, 2023

Reviewed and approved by Department

► *Jeany Zepeda*  
Jeany Zepeda, Director  
Date June 1, 2023

**ATTACHMENT C**  
County of San Bernardino Human Services

**PUSD**  
**Bridge - San Bernardino County**  
**Program Budget**  
**July 1, 2022 - June 30, 2023**

**I. PROGRAM COSTS**

List only those items of cost which are chargeable, in whole or part, to the program.

Salaries and benefits are chargeable to the program based on actual cost to the organization, subject to not exceeding the budget amount.

**A. Navigators Cost:**

		<b>TOTAL COST TO THE ORGANIZATION</b>	<b>PERCENT CHARGED TO GRANT</b>	<b>TOTAL COST</b>
1	Job Title: Navigator 1 FTE			
	Salary	101,725	100%	101,725.00
	Benefits	58,208.00	100%	58,208.00
2	Mileage	2,500	100%	2,500.00
3	Rent- Common Area Charges (CAMS)	1,800	100%	1,800.00
4	Office Supplies	27,710.00	100%	27,710.00
	Subtotal			<b>191,943.00</b>
	Indirect Cost 5.59% - Approved Indirect rate for PUSD			10,730.00
	<b>Total Navigator Cost</b>			<b>202,673.00</b>

**B. Trauma-Informed Care:**

		<b>TOTAL COST TO THE ORGANIZATION</b>	<b>PERCENT CHARGED TO GRANT</b>	<b>TOTAL COST</b>
1	Job Title: Trauma-Informed Care 1 FTE			
	Salary	83,730	100%	83,730.00
	Benefits	29,110	100%	29,110.00
2	Mileage	1,500	100%	1,500.00
3	Conference	7,000	100%	7,000.00
4	Office Supplies	21,582.00	100%	21,582.00
5	Rent-Common Area Charges (CAMS)	2,500	100%	2,500.00
6	Advertising: Visibility	15,000	100%	15,000.00
	Total Direct Cost			<b>160,422.00</b>
	Indirect Cost 5.59% - Approved Indirect rate for PUSD			8,862.00
	<b>Total Trauma-Informed Care:</b>			<b>169,284.00</b>

**ATTACHMENT C**  
County of San Bernardino Human Services

Voucher costs are chargeable to the program for the amount that was paid to the clients.				
C. Voucher:				
		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST
1	Voucher	753,309.04	100%	1,378,249.60
	Voucher Cost Reimbursement			
2	Program Assistant (Supervisor) .04 FTE			
	Salaries	104,545.00	4%	4,181.80
	Benefits	50,985.00	4%	2,039.40
3	Accounting Supervisor- Voucher Processing .05 FTE			
	Salaries	94,125.00	5%	4,706.25
	Benefits	44,280.00	5%	2,214.00
4	Other Service - Technology Related	2,600.00	100%	2,600.00
	Total Direct Cost			15,741.45
	Indirect Cost 5.59% - Approved Indirect rate for PUSD			879.95
Total Voucher:				1,394,871.00
	TOTAL:			
	Total Navigator Cost			202,673.00
	Total Trauma-Informed Care:			169,284.00
	Total Voucher:			1,394,871.00
	Total All Charges			1,766,828.00



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County of San Bernardino Human Services

**PUSD**  
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**Program Budget**  
**July 1, 2023 - June 30, 2024**

**I. PROGRAM COSTS**

List only those items of cost which are chargeable, in whole or part, to the program.

Salaries and benefits are chargeable to the program based on actual cost to the organization, subject to not exceeding the budget amount.

**A. Navigators Cost:**

		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST
1	Job Title: Navigator 2 FTE			
	Salary	111,875	100%	111,875.00
	Benefits	72,042.00	100%	72,042.00
2	Job Title: Navigator Support Staff			
	Salary	45,905	50%	22,952.50
	Benefits	30,329	50%	15,164.50
3	Mileage	4,500	100%	4,500.00
4	Conferences	10,000	100%	10,000.00
5	Rent- Common Area Charges (CAMS)	2,500	100%	2,500.00
6	Office Supplies	38,936.00	100%	38,936.00
	Subtotal			<b>277,970.00</b>
	Indirect Cost 5.23% - Approved Indirect rate for PUSD			14,538.00
	<b>Total Navigator Cost</b>			<b>292,508.00</b>

**B. Trauma-Informed Care:**

		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST
1	Job Title: Trauma-Informed Care 1 FTE			
	Salary	87,030	100%	87,030.00
	Benefits	29,110	100%	29,110.00
2	Job Title: TIC Support Staff			
	Salary	45,905	50%	22,952.50
	Benefits	30,329	50%	15,164.50
3	Mileage	2,500	3%	75.00
4	Conference	7,000	100%	7,000.00
5	Office Supplies	42,343.00	100%	42,343.00
6	Rent-Common Area Charges (CAMS)	3,500	100%	3,500.00
7	Advertising: Visibility	25,000	100%	25,000.00
	Total Direct Cost			<b>232,175.00</b>
	Indirect Cost 5.23% - Approved Indirect rate for PUSD			12,143.00
	<b>Total Trauma-Informed Care:</b>			<b>244,318.00</b>

**ATTACHMENT C**  
County of San Bernardino Human Services

Voucher costs are chargeable to the program for the amount that was paid to the clients.

**C. Voucher:**

		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST
1	Voucher	1,377,417.41	100%	1,377,417.41
	Voucher Cost Reimbursement			
2	Program Assistant (Supervisor) .04 FTE			
	Salaries	108,642.00	4%	4,345.68
	Benefits	55,339.00	4%	2,213.56
3	Accounting Supervisor- Voucher Processing .05 FTE			
	Salaries	100,188.00	5%	5,009.40
	Benefits	48,339.00	5%	2,416.95
4	Other Service - Technology Related	2,600.00	100%	2,600.00
	Total Direct Cost			16,585.59
	Indirect Cost 5.23% - Approved Indirect rate for PUSD			868.00
	<b>Total Voucher:</b>			<b>1,394,871.00</b>
	<b>TOTAL:</b>			
	<b>Total Navigator Cost</b>			292,508.00
	<b>Total Trauma-Informed Care:</b>			244,318.00
	<b>Total Voucher:</b>			1,394,871.00
	<b>Total All Charges</b>			<b>1,931,697.00</b>