



Contract Number
20-495 A-5

SAP Number
4400014516

Preschool Services Department

Department Contract Representative	<u>Lydia Gitonga</u>
Telephone Number	<u>(909) 386-8314</u>
Contractor	<u>Easter Seals Southern California, Inc.</u>
Contractor Representative	<u>Elizabeth Mulligan</u>
Telephone Number	<u>(657) 242-3523</u>
Contract Term	<u>July 1, 2020 through June 30, 2023</u>
Original Contract Amount	<u>\$15,556,439</u>
Amendment Amount	<u>\$ 107,465</u>
Total Contract Amount	<u>\$15,663,904</u>
Cost Center	<u>5911842220</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 5:

It is hereby agreed to amend Contract No. 20-495, effective July 1, 2022, as follows:

SECTION II. DELEGATE AGENCY PROGRAM RESPONSIBILITIES

Paragraph A and E are amended to read as follows:

- A. Delegate Agency shall comply with Head Start Program Performance Standards [45 CFR §1301, et seq.]. The program shall be conducted in compliance with Head Start Program funding sources' guidelines and requirements, Community Care Licensing Regulation (CCR Title 22), approved Program Budget (Attachment A), all County requirements and directives, and any special conditions that may from time to time be requested, in a satisfactory manner as designated below:
 - 7. Delegate Agency shall notify PSD within 1 hour of any safety issues (e.g., lack of running water, lack of electricity, etc.) that may result in a temporary closure of either site. If the Contractor must permanently close a classroom, contractor shall notify PSD of closure within twenty-four (24) hours of permanent closure.

- E. Delegate Agency shall submit to the County such reports as may be required by ACF Head Start Performance Standards, USDA Regulations and Policy, or by the County, according to, but not limited to, the following schedule:
3. Federal year-end estimation of final expenditures – Due annually to PSD by May 31st or upon PSD’s request.
 5. Monthly Financial Reports including invoices – Due to PSD by the 15th day of the month following the reporting period. June invoice must be submitted no later than July 15th.
 6. Non-Federal Share (local contributions) is twenty-five (25%) of the annual total revenue received by the Contractor. Failure to meet the required Non-Federal Share amount per month may result in withholding of payments based upon the amount by which the Contractor is below the required aggregate rate. This amount will be calculated by dividing the amount not collected by twenty-five percent (25%). Non-Federal Share Packets should be turned in monthly with corresponding invoice no later than 15th day of the month following the collection month. If a Non-Federal Share waiver is needed it must be submitted to PSD forty-five (45) days prior to June 30th.
 8. Property Inventory – Due to PSD annually by April 15th for all purchases made through March 31st with a certification of physical inventory verified.

SECTION VII. FISCAL PROVISIONS

Amend Paragraphs A, N and O to read as follows:

- A. The maximum amount of reimbursement under this Contract shall not exceed \$15,663,904, of which \$15,663,904 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 Delegate Agency’s services and expenses incurred in the performance hereof, including travel and per diem. These funds are divided as follows:

\$5,167,224	July 1, 2020 through June 30, 2021
\$5,610,934	July 1, 2021 through June 30, 2022
\$4,885,746	July 1, 2022 through June 30, 2023

Amendment No.5 \$107,465 contract increase is for cost of living increase

- N. The Delegate Agency shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budget category by more than ten percent (10%) or \$5,000, whichever is less; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Section VII, Paragraph A. The written request must specify the changes requested, by line item and amount, and must include written justification to meet Federal regulations that anticipated expenses are allowable, necessary and reasonable. Delegate Agency may submit a maximum of three (3) budget revision requests per fiscal year. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The deadline to submit final budget revision requests for the fiscal year is April 30th. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount stated in Paragraph A of this Section. County shall notify the Delegate Agency in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor’s written request. The County reserves the right to deny the Delegate Agency’s invoice for expenditures in excess of the approved budgeted line item amount. Should the Contractor’s request require Federal government approval, County will notify the Delegate Agency of the funding source’s approval or disapproval. Contractor

may not take any action on the request without prior written approval from the County. Any action taken by the Contractor prior to receipt of County approval may be grounds for disallowance.

- O. Delegate Agency shall maintain record control over all non-expendable property purchased, including all office machinery and office furniture, regardless of value. Record control means: (1) written records furnishing item description, serial and/or model number, source of the property, who holds title to the property, acquisition cost, the location, use and condition of the property, and document number and date; (2) all pieces of property shall be tagged for purpose of identification; (3) an inventory of property shall be submitted to the County annually no later than April 15th of each year and shall include the date inventory was taken along with the name and signature of the employee performing inventory; (4) no disposal, loss or destruction of property shall be undertaken without prior approval from PSD. Once approved, all loss or destruction of property shall be documented and include the date of disposal or the sales price of the property. Copies of such documentation shall be furnished to the County within thirty (30) days following any occurrence referred to in (4). Non-expendable property is any article having a service life in excess of one (1) year and which cannot be correctly described as either materials or supplies. Title to this property, whether purchased or donated as non-federal share contribution, shall be determined in accordance with ACF guidelines. Any purchase in excess of five thousand dollars (\$5,000) not approved in the original budget must be approved in writing by the County. County will secure any advance prior approvals of equipment \$5,000 or more with Federal funds. These amounts are per item, including taxes, shipping, and installation.

ATTACHMENT A – PROGRAM BUDGET

Replace Attachment A.1, Program Budget, with the revised attached Attachment A.1, Program Budget.

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 agree to promptly execute and deliver to the other party an original signed Contract upon request.

All other terms and conditions of Contract No. 20-495 remain in full force and effect.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

EASTER SEALS SOUTHERN CALIFORNIA, INC.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

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

Title Executive Vice President
(Print or Type)

Dated: _____

Address 1063 McGaw Avenue, Suite 100
Irvine, CA 92614

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Adam Ebright, Deputy County Counsel	► Patty Steven, Contracts Manager	► Jacquelyn Greene, Director, Preschool Services Department
Date _____	Date _____	Date _____

ATTACHMENT A.1 – PROGRAM BUDGET

EASTER SEALS SOUTHERN CALIFORNIA
Head Start & EHS COLA FY 2022-23 Budget

(451 HS Funded Slots: 192 PD, 132 home-based, 47 FD Extended, 80 FD)
(112 EHS Funded Slots: 24 home-based, 88 FD-CB)

GABI	Description	Federal Head Start Funds	HS COLA	Federal Early Head Start Funds	EHS COLA	Total Budget FY 2021-22
A. Personnel						
A01	Program Managers & Content Area Experts	251,648	5,581	81,155	1278	339,662
A02	Teachers/Infant Toddler Teachers	1,125,726	22,003	709,096	8017	1,864,842
A04	Home Visitor	419,738	8,895	95,316	2206	526,155
A05	Teacher Aides & Other Education Personnel	-	-	-	-	-
A06	Health/Mental Health Services Personnel	40,492	876	10,123	206	51,697
A07	Disabilities Services Personnel	30,783	1,003	7,696	1003	40,485
A08	Nutrition Services Personnel	67,193	1,438	-	90	68,721
A10	Program Manager and Content Area -FCPP	-	-	-	-	-
A11	Other Family & Community Partnership Personnel	226,774	5,896	38,177	1408	272,255
A12	Executive Director/Other Supervisor of HS Director	15,034	-	8,424	-	23,458
A15	Staff Development	-	-	-	-	-
A17	Fiscal Personnel	23,490	1,635	14,094	1635	40,854
A18	Other Administrative Personnel	3,813	230	2,072	63	6,178
A19	Maintenance Personnel	15,888	322	-	0	16,210
	Total Personnel	2,220,579	47,879	966,153	15,906	3,250,517
B. Fringe Benefits						
B01	Social Security(FICA), State Disability, Unemployment	355,293	7,661	154,584	2,545.00	520,083
B02	Health/Dental/Life Insurance	280,470	6,709	135,261	2,235.00	424,675
B03	Retirement	31,707	-	21,035	-	52,742
	Total Fringe Benefits	667,470	14,370	310,880	4,780	978,350
C. Travel						
C01	Staff Out-Of-Town Travel	-	-	-	-	-
	Total Travel	-	-	-	-	-
E. Supplies						
E01	Office Supplies	2,000	-	2,500	-	4,500
E02	Child and Family Service Supplies	5,800	-	4,600	-	10,400
E03	Food Services Supplies	1,200	-	1,200	-	2,400
E04	Other Supplies	2,000	-	2,700	-	4,700
	Total Supplies	11,000	-	11,000	-	22,000
F. Contractual						
F03	Training and Technical Assistance	-	-	-	-	-
F08	Other Contracts (Temporary Help)	5,200	-	7,300	-	12,500
	Total Contractual	5,200	-	7,300	-	12,500
H. Other						
H02	Rent	28,200	-	18,320	-	46,520
H04	Utilities, Telephone	78,875	-	67,044	-	192,439
H05	Building and Child Liability Insurance	40,352	-	20,924	-	207,195
H06	Building Maintenance/Repair and Other Occupancy	53,983	-	35,174	-	150,433
H08	Local Travel	21,189	-	11,360	-	121,706
H09	Nutrition Services	30,847	-	21,380	-	84,776
H10	Child Service Consultants	10,500	10,497	7,500	14,033	94,757
H13	Parent Services	2,500	-	1,500	-	46,530
H14	Accounting & Legal Services	20,200	-	12,725	-	36,925
H15	Publication/Advertising/Printing	4,500	-	3,500	-	40,925
H16	Training or Staff Development	5,500	-	4,500	-	18,000
H17	Other	42,043	-	23,508	-	75,551
	Total Other	338,689	10,497	227,435	14,033	566,124
	Total Budget	3,242,938	72,746	1,522,768	34,719	4,873,171
	Indirect Cost Rate	-	-	-	-	-
	Grand Total Budget	3,242,938	72,746	1,522,768	34,719	4,873,171
	In-Kind Match Required	810,735	-	380,632	-	1,191,427
	Total Program Budget	4,053,673	72,746	1,903,460	34,719	6,064,598

*Note - this includes the \$52,329 of QI.