



**Contract Number**

20-496 A-2

**SAP Number**

4400014216

## Preschool Services Department

<b>Department Contract Representative</b>	Karol Hamman
<b>Telephone Number</b>	(909) 388-0215
<b>Contractor</b>	Fontana Unified School District
<b>Contractor Representative</b>	Darcy Whitney
<b>Telephone Number</b>	(909) 357-5000
<b>Contract Term</b>	July 1, 2020 through June 30, 2023
<b>Original Contract Amount</b>	\$1,145,410
<b>Amendment Amount</b>	\$54,653
<b>Total Contract Amount</b>	\$1,200,063
<b>Cost Center</b>	5911872220

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 2:

It is hereby agreed to amend Contract No. 20-496, effective July 1, 2021, as follows:

#### SECTION V. CONTRACTOR GENERAL RESPONSIBILITIES

Add Paragraphs Z.4, JJ, and KK, to read as follows:

Z.

1. 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.

JJ. 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.

KK. 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).

## **SECTION VII. FISCAL PROVISIONS**

### **Amend Paragraphs A and B, to read as follows**

- A. The maximum amount of reimbursement under this Contract shall not exceed \$1,200,063, of which \$1,200,063 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. These funds are divided as follows:

\$397,672

July 1, 2020 through June 30, 2021

\$416,392	July 1, 2021 through June 30, 2022
\$385,999	July 1, 2022 through June 30, 2023

- B. The Contractor shall contribute \$284,139 to the program funds. Such contributions, known as Non-Federal Share, shall be in cash or donated supplies and services, reduced rates for supplies and expenses, fair rental value, and/or volunteer services received in the amount of \$284,139, per Program Budget (Attachment A). Non-Federal share must be verifiable from a Contractor's records and must be allowable and necessary under applicable accounting principles. Non-Federal share cannot be funding received or used as a match for any other federally funded program. These funds are divided as follows:

\$93,467	July 1, 2020 through June 30, 2021
\$95,336	July 1, 2021 through June 30, 2022
\$95,336	July 1, 2022 through June 30, 2023

## **SECTION XII. GENERAL PROVISIONS**

**Add Paragraph O, to read as follows:**

- O. 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.

## **ATTACHMENT A – PROGRAM BUDGET**

**Add Attachment A.1, Program Budget, which is attached to this Amendment and incorporated by reference.**

All other terms and conditions of Contract No. 20-496 remain in full force and effect.

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

FONTANA UNIFIED SCHOOL DISTRICT

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

By ►

(Authorized signature - sign in blue ink)

Name Ryan DiGiulio

(Print or type name of person signing contract)

Title Associate Superintendent, Business  
Services

(Print or Type)

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

Address 9680 Citrus Avenue

Fontana, CA 92335

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Adam Ebright, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Becky Giroux, HS Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Jacquelyn Greene, Interim Director

Date \_\_\_\_\_

## ATTACHMENT A.1 – PROGRAM BUDGET

**Fontana Unified School District**  
**FY 2021-22 Budget**

		(Funded Slots)				
GABI	Description	Federal Early Head Start Funds	COLA 1.22% Budget FY 2021-22	CRRSA Budget FY 2021-22	American Rescue Plan FY 2021-22	Total Budget FY 2021-22
<b>A.</b>	<b>Personnel</b>					
A01	Program Managers & Content Area Experts	-	-	-	-	-
A02	Teachers/Infant Toddler Teachers	197,703	3,433	-	-	201,136
A05	Teacher Aides & Other Education Personnel	25,920	-	4,417	-	30,337
A06	Nutrition Services Personnel	-	-	-	-	-
A11	Other Family & Community Partnership Personnel	-	-	-	-	-
A16	Clerical personnel	-	-	-	-	-
A17	Fiscal Personnel	-	-	-	-	-
A19	Maintenance Personnel	-	-	-	-	-
	<b>Total Personnel</b>	<b>223,623</b>	<b>3,433</b>	<b>4,417</b>	<b>-</b>	<b>231,473</b>
<b>B.</b>	<b>Fringe Benefits</b>					
B01	Social Security(FICA), State Disability, Unemployment	18,704	305	393	-	19,402
B02	Health/Dental/Life Insurance	15,608	-	-	-	15,608
B03	Retirement	50,136	787	1,012	-	51,935
B04	Other Fringe	-	-	-	-	-
	<b>Total Fringe Benefits</b>	<b>84,446</b>	<b>1,092</b>	<b>1,405</b>	<b>-</b>	<b>86,943</b>
<b>D.</b>	<b>Equipment</b>					
D04	Other Equipment	-	-	-	24,409	24,409
	<b>Total Equipment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>24,409</b>	<b>24,409</b>
<b>E.</b>	<b>Supplies</b>					
E01	Office Supplies	1,000	-	-	-	1,000
E02	Child and Family Service Supplies	46,775	-	-	-	46,775
E03	Food Services Supplies	500	-	-	-	500
E04	Other Supplies	700	-	-	-	700
	<b>Total Supplies</b>	<b>48,975</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>48,975</b>
<b>F.</b>	<b>Contractual</b>					
F08	Other Contracts	6,000	-	-	-	6,000
	<b>Total Contractual</b>	<b>6,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,000</b>
<b>H.</b>	<b>Other</b>					
H02	Rent	-	-	-	-	-
H04	Utilities, Telephone	-	-	-	-	-
H06	Building Maintenance/Repair and Other Occupancy	-	-	-	-	-
H08	Local Travel	750	-	-	-	750
H09	Nutrition Services	5,415	-	-	-	5,415
H13	Parent Services	-	-	-	-	-
H15	Publication/Advertising/Printing	1,000	-	-	-	1,000
H16	Training or Staff Development	750	-	-	-	750
H17	Other (indirect cost @ 2.8%)	10,387	127	163	-	10,677
	<b>Total Other</b>	<b>18,302</b>	<b>127</b>	<b>163</b>	<b>-</b>	<b>18,592</b>
	<b>Total Budget</b>	<b>381,346</b>	<b>4,652</b>	<b>5,985</b>	<b>24,409</b>	<b>416,392</b>
	<b>In-Kind Match Required</b>	<b>95,337</b>				<b>95,337</b>