



**Contract Number**

20-495 A-2

**SAP Number**

4400014516

## Preschool Services Department

<b>Department Contract Representative</b>	Karol Hamman
<b>Telephone Number</b>	(909) 388-0215
<b>Contractor</b>	Easter Seals Southern California, Inc.
<b>Contractor Representative</b>	Elizabeth Mulligan
<b>Telephone Number</b>	(657) 242-3523
<b>Contract Term</b>	July 1, 2020 through June 30, 2023
<b>Original Contract Amount</b>	\$14,350,285
<b>Amendment Amount</b>	\$70,000
<b>Total Contract Amount</b>	\$14,720,285
<b>Cost Center</b>	5911842220

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 2:

It is hereby agreed to amend Contract No. 20-495, effective June 23, 2021, as follows:

#### SECTION V. DELEGATE AGENCY GENERAL RESPONSIBILITIES

Add Paragraphs AA.4 and LL, to read as follows:

AA.

4. Delegate Agency 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. Delegate Agency 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. Delegate Agency 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. Delegate Agency 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. Delegate Agency 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. Delegate Agency 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, Delegate Agencies 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, Delegate Agency will provide County Human Services evidence of adherence to requirements listed above.

LL. To the extent applicable, if Delegate Agency is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Delegate Agency 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. Delegate Agency 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. Delegate Agency 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. Delegate Agency must immediately provide to the County any notice provided by a consumer to Delegate Agency 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. Delegate Agency 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 \$14,420,285, of which \$14,420,285 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Delegate Agency, as provided herein, shall be in full payment for all Delegate Agency’s services and expenses incurred in the performance hereof, including travel and per diem. These funds are divided as follows:

\$5,266,637	July 1, 2020 through June 30, 2021
\$4,576,824	July 1, 2021 through June 30, 2022

\$4,576,824

July 1, 2022 through June 30, 2023

\$70,000 increase for July 1, 2020 through June 30, 2021 must be expended by June 30, 2021.

- B. The Delegate Agency shall contribute \$3,455,563 to the program funds. Such contributions, known as Non-Federal Share, shall be in cash or donated supplies and services, reduced rates for supplies and expenses, fair rental value, and/or volunteer services received in the amount of \$3,455,563, per Program Budget (Attachment A). Non-Federal share must be verifiable from a Delegate Agency's records and must be allowable and necessary under applicable accounting principles. Non-Federal share cannot be funding received or used as a match for any other federally funded program. These funds are divided as follows:

\$1,167,151

July 1, 2020 through June 30, 2021

\$1,144,206

July 1, 2021 through June 30, 2022

\$1,144,206

July 1, 2022 through June 30, 2023

## **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**

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

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

COUNTY OF SAN BERNARDINO

►

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  
of the County of San Bernardino

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

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

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

Title Executive Vice President  
(Print or Type)

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

Address 1063 McGaw Avenue, Suite 100  
Irvine, CA 92614

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Adam Ebright, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_  
Jennifer Mulhall-Daudel, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Phalos Haire, Director

Date \_\_\_\_\_

## ATTACHMENT A – PROGRAM BUDGET

### EASTER SEALS SOUTHERN CALIFORNIA Head Start FY 2020-21 Budget

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

GABI	Description	Federal Head Start Funds	COLA HS	Federal Early Head Start Funds	COLA EHS	Total Budget FY 2020-21	Quality Improvement Funds	CARES (COVID 18) Funds	CARES (COVID 18) ADD'L Funds	Total Budget FY 2020-21
<b>A.</b>	<b>Personnel</b>									
A01	Program Managers & Content Area Experts	240,583	5,274	71,081	1,567	318,505		2,168		320,673
A02	Teachers/Infant Toddler Teachers	983,383	24,141	435,536	9,979	1,453,039		19,564	31,680	1,504,283
A03	Home Visitor	332,217	5,681	57,792	1,386	397,076				397,076
A05	Teacher Aides & Other Education Personnel	-	-	-	-	-				-
A06	Health/Mental Health Services Personnel	53,112	870	7,422	174	61,578				61,578
A07	Disabilities Services Personnel	38,532	631	5,384	126	44,673				44,673
A08	Nutrition Services Personnel	31,326	548	-	-	31,874				31,874
A10	Program Manager and Content Area -FCPP	-	-	-	1,278	1,278				1,278
A11	Other Family & Community Partnership Personnel	290,815	5,179	72,771	-	368,765		3,926		372,691
A12	Executive Director/Other Supervisor of HS Director	15,581	586	43,430	381	59,978				59,978
A15	Staff Development	10,294	-	28,845	-	39,139				39,139
A17	Fiscal Personnel	49,019	1,069	29,659	626	80,373				80,373
A18	Other Administrative Personnel	151,289	151	43,536	98	195,074				195,074
A19	Maintenance Personnel	19,939	382	-	-	20,321				20,321
	<b>Total Personnel</b>	<b>2,218,080</b>	<b>44,612</b>	<b>796,468</b>	<b>16,816</b>	<b>3,071,873</b>	<b>-</b>	<b>26,668</b>	<b>31,680</b>	<b>3,129,011</b>
<b>B.</b>	<b>Fringe Benefits</b>									
B01	Social Security(FICA), State Disability, Unemployment	264,575	6,234	90,488	2,187	363,484		5,102		368,586
B02	Health/Dental/Life Insurance	219,767	7,123	72,720	2,498	302,108		17,760		319,868
B03	Retirement	87,111	-	31,433	-	118,544				118,544
	<b>Total Fringe Benefits</b>	<b>571,453</b>	<b>13,357</b>	<b>194,641</b>	<b>4,685</b>	<b>784,138</b>	<b>-</b>	<b>22,862</b>	<b>-</b>	<b>806,998</b>
<b>C.</b>	<b>Travel</b>									
C01	Staff Out-Of-Town Travel	-	-	-	-	-				-
	<b>Total Travel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>D.</b>	<b>EQUIPMENT</b>									
D01	Office Equipment	-	-	-	-	-				-
D02	Classroom/Outdoor/Home Base/ FCC	-	-	-	-	-			26,300	26,300
D03	Vehicle Purchase	-	-	-	-	-			-	0
D04	Other Equipment (Water Heater)	-	-	-	-	-			8,000	8,000
		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>34,300</b>	<b>34,300</b>
<b>E.</b>	<b>Supplies</b>									
E01	Office Supplies	10,200	-	17,500	-	27,700		20,200		47,900
E02	Child and Family Service Supplies	15,000	8,383	35,200	4,984	63,567		79,443	4,020	147,030
E03	Food Services Supplies	5,000	-	10,500	-	15,500		-		15,500
E04	Other Supplies	8,920	-	10,200	-	19,120		78,863		97,983
	<b>Total Supplies</b>	<b>39,120</b>	<b>8,383</b>	<b>73,400</b>	<b>4,984</b>	<b>125,887</b>	<b>-</b>	<b>178,606</b>	<b>4,020</b>	<b>308,413</b>
<b>F.</b>	<b>Contractual</b>									
F03	Training and Technical Assistance	-	-	-	-	-		24,000		24,000
F08	Other Contracts	15,000	-	7,500	-	22,500				22,500
	<b>Total Contractual</b>	<b>15,000</b>	<b>-</b>	<b>7,500</b>	<b>-</b>	<b>22,500</b>	<b>-</b>	<b>24,000</b>	<b>-</b>	<b>46,500</b>
<b>H.</b>	<b>Other</b>									
H02	Rent	55,617	-	6,098	-	61,715				61,715
H04	Utilities, Telephone	151,298	-	34,221	-	185,519				185,519
H05	Building and Child Liability Insurance	10,600	-	3,800	-	14,400				14,400
H06	Building Maintenance/Repair and Other Occupancy	71,650	-	24,200	-	95,850		62,450		158,300
H08	Local Travel	18,300	-	7,500	-	25,800				25,800
H09	Nutrition Services	35,030	-	20,800	-	55,830		57,287		113,117
H10	Child Service Consultants	10,000	-	5,000	-	15,000	52,329	41,928		109,257
H13	Parent Services	3,500	-	1,500	-	5,000		-		5,000
H14	Accounting & Legal Services	56,555	-	22,900	-	79,455				79,455
H15	Publication/Advertising/Printing	4,000	-	10,500	-	14,500				14,500
H16	Training or Staff Development	10,200	-	19,200	-	29,400		16,807		46,207
H17	Other	83,645	-	37,500	-	121,145		7,000		128,145
	<b>Total Other</b>	<b>610,885</b>	<b>-</b>	<b>193,219</b>	<b>-</b>	<b>704,104</b>	<b>62,329</b>	<b>185,472</b>	<b>-</b>	<b>941,416</b>
	<b>Total Budget</b>	<b>3,362,068</b>	<b>68,262</b>	<b>1,284,218</b>	<b>26,284</b>	<b>4,707,810</b>	<b>62,329</b>	<b>438,488</b>	<b>70,000</b>	<b>5,286,837</b>
	<b>Indirect Cost Rate</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Grand Total Budget</b>	<b>3,362,068</b>	<b>68,262</b>	<b>1,284,218</b>	<b>26,284</b>	<b>4,707,810</b>	<b>62,329</b>	<b>438,488</b>	<b>70,000</b>	<b>5,286,837</b>
	<b>In-Kind Match Required</b>	<b>838,016</b>	<b>-</b>	<b>318,064</b>	<b>-</b>	<b>1,156,080</b>	<b>13,082</b>	<b>-</b>	<b>-</b>	<b>1,169,161</b>
	<b>Total Program Budget</b>	<b>4,190,073</b>	<b>68,262</b>	<b>1,602,272</b>	<b>26,284</b>	<b>5,863,890</b>	<b>75,411</b>	<b>438,488</b>	<b>70,000</b>	<b>6,433,788</b>
	HS Negotiated Budget	3,378,860								
	Roof Funding	39,450								
	Total HS	3,418,310								
	EHS Negotiated Funding	1,289,500								
	Total HS/EHS Operational Budgets	4,707,810								
	QI FUNDING	52,329								
	CARES ACT FUNDING	506,498								
	Total Contract Amount	5,266,637	5,266,637							