#### THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number 20-497 A-2

**SAP Number** 4400014517

# **Preschool Services Department**

Department Contract Representative<br/>Telephone NumberKarol Hamman<br/>(909) 388-0215

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Needles Unified School District

Jim Rolls
(760) 326-3891

July 1, 2020 through June 30, 2023
\$1,278,597

\$74,122

\$1,352,719

5911522220

#### IT IS HEREBY AGREED AS FOLLOWS:

## **AMENDMENT NO. 2:**

It is hereby agreed to amend Contract No. 20-497, effective July 1, 2021, as follows:

#### SECTION V. CONTRACTOR GENERAL RESPONSIBILITES

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

AA.

- 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.
  - 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. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- 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 Paragraph A, to read as follows

A. The maximum amount of reimbursement under this Contract shall not exceed \$1,352,719, of which \$1,126,294 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:

\$449,781	July 1, 2020 through June 30, 2021
\$484,395	July 1, 2021 through June 30, 2022
\$418.543	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. 20-497 remain in full force and effect.

NEEDLES UNIFIED SCHOOL DISTRICT
(Print or type name of corporation, company, contracto, etc.)
By Andrew Jones in the inter-
(Authorized signature - sign in blue ink)
Name Dr. Mary McNeil
(Print or type name of person signing contract)
Title Superintendent
(Print or Type)
Dated: 08/18/202/
Dated: 08/18/202/
Address 4000 E ! D !
Address 1900 Erin Drive
Needles, CA 92363
act Compliance Reviewed/Approved by Department
Jacquelyn Greene
2CACD2E6024D447
Sontract Manager Jacquelyn Greene, Interim Director
August 31, 2021

## ATTACHMENT A.1 - PROGRAM BUDGET

## Needles Unified School District Needles Head Start /State Preschool FY 2021-22 Budget

(Funded Slots)

1		£ =-					
GAR	Pascription	Federal Head Start Funds	COLA 1.22% Budget FY 1021-72	State Plead Start Funds	CRESA Budget Fy 2021-22	American Resous Plan FY 2021-22	Rotal Budget FY 2021-22
A.	Farsonnel						
ADS	Program Managers & Content Area Experts	48.348	.590	10,513			59,561
ADD	Teacheraliziant Todder Teachers	79.295	967	17,408	_		97,568
A05	Teacher Aides & Other Education Personnel	38,679	472	8,490		9,895	57.537
ADB	Nuision Services Personnel	7.222	89	1,598	_	-	2.569
Atti	Other Family & Community Partnership Personnel	33.143	404	7,275			40.522
A15	Clerical personnel	15,557	194	3,454	-		19.545
A17	Fiscal Personnel		- 1		-	-	-
A19	Maintenance Personeli	9,052	111	1,994	-	-	11,167
	Total Personnal	251,696	2,827	50,530		\$,855	285,278
5.	Pringe Genetit:						
501	Social Sexutity(FICA), State Obability, Unemployment	18,815	230	4,133	- 1	957	24.132
SIE	HealthDerfal/Life Insurance	13,255	255	5,100	-		23,519
E03	Retrement	41,505	510	9,177	-	2,433	53,925
204	Other Fittige		-		-		All All
	Total Fringe Benefits	ES.557	1,025	18,467		3,398	109,677
C.							
CD1	Staff Cut-Of-Town Travel	1540	20	350			2,020
	Total Travel	1,640		380			2,020
E.	Sapplise						
Est	Office Supplies	530	10	150	5,000	4.000	an men
202	Child and Family Service Stundes	1.540	20	350	5,000	-5,000 15,600	10,010
₹D3	Food Services Succies	1,04L1 52D	10	130	2,955	15,000	22,020 5,976
E04	Oher Supples	ven v	6.77	100	4,900	2,500	2,500 2,500
	Total Supplies	5,250	40	720	12,960	23,600	40,606
#1.	Officer						
HED	Rent	_					
HD4	Littles, Telephone	14,760	150	3.240	2.1	1.4	18,150
H06	Eulding Maintenance Resalt and Other Occupancy	-		4,44	_		10,100
HOS	Local Travel						
HD9	Nufriton Sentices	- 1	- 0		-	5.000	5.000
HID	Child Services: Consulfation	3.280	40	720		8,000	12.040
H13	Farest Sevices	-	-	144		C/Mari	DE-SHAPE
H05	Publication/Advertising/Printing						
H15	Training or Staff Development	420	5	1.168	_	3.000	4,593
H37	Other	•	ar I	,,,,,,	-		
	Total Other	18,490	223	5,128		18,000	39,813
	Total Budget	338,933	4.135	75,475	12,996	52,885	484,355
					i		-
in-Rind Maloh Required		84,733	- 1	-	-		54,750