



Contract Number

21-563 A-1

SAP Number

4400017350

**Department of Aging and Adult
Services**

Department Contract Representative	Julie West
Telephone Number	(909) 387-2462
Contractor	Highland District Council on Aging, Inc. dba Highland Senior Center
Contractor Representative	Penny Lilburn
Telephone Number	(909) 625-9453
Contract Term	July 1, 2021 through June 30, 2024
Original Contract Amount	\$ 140,000
Amendment Amount	\$ 85,000
Total Contract Amount	\$ 225,000
Cost Center	5292001036

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 21-563, effective June 13, 2023, as follows:

SECTION I. DEFINITIONS

Amend Section I. to add additional definitions to read as follows:

- P. Older Adults Recovery and Resilience Funding (OARR) – A one (1) time General Fund augmentation that the CDA requested to strengthen older adult’s recovery and resilience from severe isolation and heal impacts from long-term stay at home due to Coronavirus (COVID-19) pandemic. The funding provides financial resources to support and maintain service needs to several senior programs, such as Fall Prevention, Nutrition and Title III-B and III-E programs under the Federal Older Americans Act.

- Q. Voluntary Contributions – Any monies received from participants of Title III-B Senior Supportive Services that contributes towards the cost of this program. Participants of Supportive Services programs have the right to contribute toward that program. Any contribution from a recipient must be voluntary, kept confidential, and may not be coerced. Voluntary contributions are considered as program income and can only be used for the sole purpose of expanding the programs/services for which the contribution is given and may not be used on other programs.

SECTION V. FISCAL PROVISIONS

Amend Section V., Paragraphs A. and B., to read as follows:

- A. The maximum amount of cost reimbursement under this Contract shall not exceed a cumulative of \$225,000, of which \$225,000 may be Federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to each 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. Overtime and holiday make-up time will not be permitted. Payments are subject to provisions in the Payments, Budgets, Closeout, and Audits.
- B. Contractor shall be compensated on a cost reimbursement basis, limited to the obligations and expenditures outlined in the Program Budgets (Attachment E) annually, attached hereto and incorporated by reference into this Contract. The Program Budget (Attachment E) will be revised annually, but shall not exceed the aggregate amount over the term of the Contract.

SECTION X. GENERAL PROVISIONS

Amend Section X. to add Paragraph S. to read as follows:

- S. Executive Order N-6-22 Russian Sanctions – 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 e-Russia](https://www.dgs.ca.gov/OLS/Ukraine-e-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.

ATTACHMENTS

Amend Attachments to add, revise, or replace as follows:

Attachment A, Work Plan for Supportive Services, Section F, Paragraph b, amended to read as follows:

- b. Client Contributions and Confidentiality
- i. Recipients of Supportive Services shall be given the opportunity to contribute toward the cost of services received. Inform recipients that there is no obligation to contribute and any contributions are voluntary.
 - ii. Contractor shall encourage seniors to contribute to the cost of services by notifying them at least annually, using the DAAS Senior Services Programs "Voluntary Contribution Flyer," that voluntary contributions are accepted and are important to maintaining the service(s) provided. Provider shall notify Title III-B

Senior Service Program clients of voluntary contribution opportunities by posting the voluntary contribution flyer in a prominent area where services are provided (if not in-home) and by issuing the Voluntary Contribution Flyer (Attachment F) at the time of program enrollment. The provider shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided.

- iii. Any voluntary contribution letters sent to clients for Title III services may not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service.
- iv. Contractor shall ensure that all voluntary contributions by eligible participants are kept confidential.
- v. Contractor understands that all voluntary contributions received shall be identified as program income. Contractor shall establish appropriate procedures to safeguard and account for all voluntary contributions to protect contributions from loss, mishandling, and theft.
- vi. Contractor shall use any voluntary contributions received to expand the same service (for which the voluntary contributions were given (Supportive Services) and to supplement NOT supplant funds received under the OAA.
- vii. No eligible individual shall be denied participation because of failure or inability to contribute.

Attachment E, Supportive Services Budget, replace in its entirety, 1 page.

All other terms and conditions of Contract No. 21-563 remain in full force and effect.

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, 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

Highland District Council on Aging, Inc., dba
Highland Senior Center

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

By ►

(Authorized signature - sign in blue ink)

Name Penny Lilburn

(Print or type name of person signing contract)

Title Executive Director

(Print or Type)

Dated: _____

Address 3102 E. Highland Avenue

Patton, CA 92369

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jacqueline Carey-Wilson, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Patty Steven, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Sharon Nevins, Director

Date _____

COUNTY OF SAN BERNARDINO
III B SUPPORT SERVICES PROGRAM BUDGET

Provider: Highland

Fiscal Year: 2023-24

Orig ☒ Amend ☐

Match Requirement: \$ 14,647

SERVICE	Assisted Transportation										
Expected Service Units:	8850										
Expenditure Category:	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
1 Personnel	\$ 27,000	\$ 5,400									\$ 32,400
2 Staff Travel & Training											\$ -
3 Equipment											\$ -
4 Non-Inventoriable Equipment											\$ -
5 Consultants - VOLUNTEERS		\$ 9,250									\$ 9,250
6 Other Expenses:											\$ -
a Supplies											\$ -
b Insurance											\$ -
c Repair & Maintenance											\$ -
d Rent/Building Space											\$ -
e Utilities											\$ -
f Vehicle Operations											\$ -
g Miscellaneous - Vol. Expense	\$ 42,700										\$ 42,700
7 Indirect Cost											\$ -
Total Expenditures (add lines 1-7)	\$ 69,700	\$ 14,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,350

Revenue Sources:	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
Federal Funds	\$ 20,000										\$ 20,000
Federal Funds ARP	\$ 49,700										\$ 49,700
Program Income											\$ -
Deferred Income											\$ -
Matching Cash											\$ -
Matching In-Kind											\$ -
Non-Match Cash											\$ -
Non-Match In-Kind											\$ -
Total Revenue	\$ 69,700	\$ 14,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,700

Submitted by:

JEFF NOVAK

print

Signature

DAAS Approval:

Gina Gonzales

print

Signature

Date

Date

AP IIIB FAIN 2201CAOAE-01

ARP IIIB FAIN 2101CASSC6-00

Dated 7-1-2022

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