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Contract Number

21-566 A-1

SAP Number

4400017353

Department of Aging and Adult Services

Department Contract Representative	<u>Diane Ettari</u>
Telephone Number	<u>(909) 386-8313</u>
Contractor	<u>Needles Senior Citizens Club, Inc.</u>
Contractor Representative	<u>Karla Dillon</u>
Telephone Number	<u>(760) 220-1476</u>
Contract Term	<u>July 1, 2021 through June 30, 2025</u>
Original Contract Amount	<u>\$ 51,000</u>
Amendment Amount	<u>\$ 40,000</u>
Total Contract Amount	<u>\$ 91,000</u>
Cost Center	<u>5292001036</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 21-566 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 III. CONTRACTOR GENERAL RESPONSIBILITIES

Add Paragraphs PP. and QQ. to read as follows:

PP. **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-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 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

QQ. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment F – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for twelve (12) months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding twelve (12) months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary, or otherwise related business entity of contractor.

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 total of \$91,000, of which \$91,000 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.

SECTION VIII. TERM

Amend Section VIII. to read as follows:

This Contract is effective as of July 1, 2021 and expires June 30, 2025, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for one (1) additional one (1) year period by mutual agreement of the parties.

ATTACHMENTS

Amend Attachment Section as follows:

ATTACHMENT A – WORK PLAN

Remove **ATTACHMENT A** and replace with **ATTACHMENT A-1**, attached, 7 pages.

ATTACHMENT F – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

Add **ATTACHMENT F**, attached, 3 pages.

All other terms and conditions of Contract No. 21-566 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

Needles Senior Citizens Club, Inc.

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

►

 Dawn Rowe, Chair, Board of Supervisors

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

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

Name Karla Dillon
(Print or type name of person signing contract)

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

Title President
(Print or Type)

By _____
 Deputy

Dated: _____

Address 1699 Bailey Avenue
 Needles, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Jacqueline Carey-Wilson, Deputy County Counsel	► Patty Steven, Contracts Manager	► Sharon Nevins, Director
Date _____	Date _____	Date _____

WORK PLAN

Needles Senior Citizens Club, Inc.

FY 2024 – 2025

This work plan contains the measurable objectives mandated by the County of the service provider. The work plan specifies and establishes time frames either on an annual basis or, where required by State regulations, on a quarterly basis. The work plan constitutes the primary document for ongoing monitoring, Annual Program Performance Review/Fiscal Audit and will be used to measure the provider's efforts toward providing quality services.

I. Scope of Work

Services will be provided as follows:

Regional Service Area	Communities
North Desert	Needles and surrounding areas

North Desert Regional Service Area				
Service Category	Number of Clients to be served	Number of Priority Clients to be served	Number of Units to be provided	Registered ¹ /Non Registered ² Service
Senior Center Activities	140/year	10/year	1,680/year	Non-Registered

¹ **Registered Service** - Reporting requirements include unduplicated client counts by individual characteristics, ADLs/IADLs and service units. ² **Non-Registered** - Reporting requirements include estimated unduplicated client counts and service units.

Service Definitions – Service category definitions and units of measure are as follows:

Service Category	Unit Measure	Definitions	Registered ¹ or Non-Registered ²
Senior Center Activities	1 Hour	Services designed to enable older individuals to attain and/or maintain physical and mental well-being such as recreation, music, creative arts, physical activity, education, leadership development and other supportive services not covered under other service categories. Development and provision of new volunteer opportunities and services, and creation of additional services and programs to remedy gaps and deficiencies in existing services. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities, are not allowable.	Non-Registered

¹ **Registered Service** - Reporting requirements include unduplicated client counts by individual characteristics, ADLs/IADLs and service units.

² **Non-Registered** - Reporting requirements include estimated unduplicated client counts and service unit.

C. Clientele and Eligibility Requirements

- a. The clients served under this program are individuals aged sixty (60) and older. Proof of age or citizenship shall not be required as a condition of receiving services. Means tests shall not be used by any Contractor for any Title III-B services.
- b. Services shall not be denied to any Title III-B client that does not contribute toward the cost of the services received.
- c. Clients will be given priority for services who are socially and/or economically needy with particular attention to low-income minority individuals, older individuals with Limited English Proficiency, older individuals who are victims of Alzheimer's disease and related disorders and older individuals residing in rural areas who are not eligible for services from any other source.
- d. Cost sharing shall not be implemented for any Title III-B service until so notified by DAAS.
- e. Individuals referred by DAAS staff shall be given first priority for services under this agreement.

D. Program Requirements

- a. Staff and/or volunteers providing services must be trained and qualified in the safe provision of services provided under this contract.
- b. Outreach shall be conducted by Contractor in the communities served through a minimum of four (4) presentations to community groups and organizations. All outreach activities will be documented and kept on file to be reviewed during program monitoring to be scheduled and conducted by DAAS staff.
- c. A cost allocation plan which explains the methods used to allocate costs between programs with funds received from DAAS shall be developed by Contractor and on hand for review by DAAS.
- d. A client or participant satisfaction survey shall be conducted by Contractor at least one (1) time each year. The survey form must be approved by designated DAAS staff prior to its use and all findings from the survey must be used to improve services. The returned surveys and tabulated results must be kept on file for review by DAAS staff.
- e. For churches, community service centers and small stores serving minority communities, Contractor shall prepare posters, signs, and brochures in

languages other than English. Contractor shall post signs and distribute brochures in those communities.

E. Service Deliverables

a. Staffing

- i. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Contract. This includes a Director and additional personnel as determined by the size of the service area and the method and level of service provision needed to fully comply with the terms of this work plan and agreement.
- ii. This staff shall be available to DAAS for training and meetings which DAAS may find necessary from time to time.

b. Volunteer Staff

- i. Volunteers are individuals who work without pay in the performance of essential duties to conduct the program. In some cases, the Director may be a volunteer.
- ii. Volunteers shall not replace paid personnel.

c. Training Activities

- i. Provide training both on the job and in formal training sessions, as appropriate, to improve the understanding of paid staff about the service(s) being provided. Wherever required by law and/or ordinance, licensed staff must be trained to carry out assigned duties. In addition, annually evaluate paid staff performance to determine his/her effectiveness, skill development and understanding of tasks they are assigned. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS.
- ii. Volunteers should be provided on the job training and opportunities for formal training to improve skills and understanding of the service being provided. Wherever required by law or ordinance, volunteers must be trained and/or licensed to carry out assigned duties. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS staff.

d. Conflict of Interest

- i. Provide approved documentation regarding conflict of interest in the delivery of services to provider-affiliated persons, including, but not limited to, contractor's staff, board members, volunteers, and their family members.
- ii. Ensure, with proper documentation that special treatment nor preferential access to services or amount of services provided over

other clients and that the provider-affiliated client is eligible for services.

F. Other Service Requirements

b. Physical Set-Up

- i. Where services are provided in a care center, office or any setting outside the client's home, the environment must be attractive, clean, and free from obstacles which could cause injury.
- ii. Post floor plans identifying emergency exits, assembly areas, etc. and conduct evacuation drills at least two (2) times each year. Proof of evacuation drills will be kept on file duly signed by the Fire Marshal or other authorized agency within the community where the service site is located.

c. 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 contributions received shall be identified as program income. Contractor shall establish appropriate procedures to safeguard and account for all voluntary contributions to protect from loss, mishandling, and theft.
- vi. Contractor shall use all 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.
- d. Coordination Activities
 - i. Contractor shall participate within appropriate coordination bodies established by state law and/or county ordinance.
 - ii. Contractor shall include the following statement on all advertising, posters, and brochures, etc. for services funded through this Contract:

"Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."
 - iii. Contractor shall coordinate service with other County departments and local agencies by providing time within the facility during participant meetings, staff meetings and volunteer meetings, etc., for presentations on special activities that promote a Community Based System of Care for elderly clients. All coordination activities must be documented and kept on file for review by DAAS.

7. Program Reporting Requirements

- a. Contractor will enter program data including, but not limited to, client information and services performed into DAAS' client record management system by the tenth (10th) business day of the month following the month of service.
 - i. Contractor will have dedicated staff responsible for entering the data timely and ensuring the appropriate hardware and internet service is available to support this requirement.
- b. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control which includes orienting and training staff regarding program data collection and reporting requirements.
- c. DAAS will provide orientation and staff training regarding data collection and reporting requirements.

d. Contractor shall meet the following standard for its financial management systems:

i. The following reports are to be submitted to DAAS when indicated:

1) Monthly (Due by the 10th working day of each month)

a) For Non-registered Services:

- DAAS III-B Non-Registered Service Unit Report
- Contractor is required to support the authenticity and accuracy of the monthly service units it reports by providing verification documentation as directed by DAAS. Service Units that cannot be verified by the contractor are subject to rejection, as are any costs associated with unverified units.

b) For Registered Services:

- Monthly Units Roster
- Newly enrolled or updated client "Intake Sheets"
- "New Client Roster" if new clients enrolled in a contracted, registered service.

2) Quarterly Reports

i. Contractor will submit quarterly performance reports utilizing a template supplied by DAAS. Performance reports will be used by the contractor to communicate updates, accomplishments and challenges, and meaningful outcomes. Quarterly reports will also be used to request any program modifications to DAAS. Contractor shall describe, in detail, necessary program changes and the reasons for the requested modification. Reports will be due by the tenth (10th) business day of the month following the last month of each quarter as follows:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Report Period	July – September	October – December	January – March	April - June
Report Due	October	January	April	July

3) Annual Update

The maximum amount of reimbursement under the Contract shall not exceed the amount designated in the Contract and/or contract attachments. The contract budget shall provide for a minimum number of annual service units as indicated in the Contract or contract attachments and shall be reviewed and revised annually, as needed. Revised contract budget, as indicated in contract attachments must be submitted to, and approved by the DAAS Director or designee and subject to availability of funds.

4) Cancellations

Reimbursement will be provided for no more than two (2) hours of service at regular pay rates when a service is cancelled by a client within four (4) working hours of a scheduled appointment (hereby referred to as "last-minute"). No units may be logged for undelivered services due to cancellation. Reimbursement for last-minute cancellations can be approved by DAAS after review of documentation supplied by the contractor that confirms the services had been scheduled for delivery and cancelled by the client within the specified window of time.

- ii. DAAS may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as DAAS determines that the financial management standards are met.
- iii. Report service and client data will be verified by DAAS during the program monitoring visit. Additionally, audit files shall include but are not limited to a copy of the Monthly Service Report.
- iv. Report monthly expenditures to DAAS as required in Section V, Paragraph D of Contract. Maintain support files including but not limited to invoices, payroll, and other supporting documents, all of which will be attached to a copy of the expenditures report and kept on file by month for review during the Annual Audit.
- v. Maintain records, by month, that support claimed in-kind expenditures.



ATTACHMENT F

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Needles Senior Citizens Club

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s): N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.