



Contract Number
23-1057 A-1

SAP Number
Non-financial

Department of Aging and Adult Services - Public Guardian

Department Contract Representative	Ivy Zhang
Telephone Number	(909) 387-2806
Contractor	S.H. Spectrum, Inc dba Spectrum Realty Services
Contractor Representative	Shawn Cam Luong, Broker
Telephone Number	(626) 643 - 7090
Contract Term	October 1, 2023 through September 30, 2028
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	5360001000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 23-1057 as follows:

SECTION C. GENERAL CONTRACT REQUIREMENTS

Amend Section C. to add Paragraphs 68 through 70

68. **Fraud and Programmatic Abuse Reporting** - The Contractor shall immediately report to the County and the California Department of Aging (CDA) any incidents of alleged fraud or programmatic abuse. The Contractor shall maintain all records, documents, or other evidence of fraud or abuse until notified by the County or CDA.
69. **Compliance with State Contract Act and Unruh Civil Rights Act** - In performing services under this contract, the Contractor shall comply with all applicable provisions of the State Contract Act (Public Contract Code §10295 et seq.) and the Unruh Civil Rights Act (Civil Code §51), as required when program allocations exceed \$100,000 or when otherwise applicable.

70. **Remedies for Noncompliance** - In the event of Contractor noncompliance with the terms, conditions, or specifications of this contract, the County may impose appropriate remedies, including but not limited to: withholding of payments, contract suspension, contract termination, reduction of budget, and modification of contract terms as allowed under 45 CFR 92.36.

SECTION D. TERM OF CONTRACT

Section D. TERM OF CONTRACT, Paragraph 1 is amended to read as follows:

1. This Contract is effective as of October 1, 2023 and is extended from its expiration date of September 30, 2026, to expire on September 30, 2028, but may be terminated earlier in accordance with provisions of this Contract.

ATTACHMENTS:

Remove and Replace ASSURANCE OF COMPLIANCE

All other terms and conditions of Contract No. 23-1057 remain in full force and effect.

This Amendment 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

S.H. Spectrum, Inc. dba Spectrum Realty Services

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

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

Name Shawn Cam Luong
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 1418 S Azusa Ave #4007

West Covina, CA 91791-6000

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jacqueline Carey-Wilson, Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►

Lisa Rivas-Ordaz, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Sharon Nevins, Director

Date _____

**VENDOR ASSURANCE OF COMPLIANCE WITH
SAN BERNARDINO COUNTY
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: S.H. Spectrum, Inc dba Spectrum Realty Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

By:  <u>(Authorized signature - sign in blue ink)</u>	Date: _____
Name: <u>Shawn Cam Luong</u> <u>(Print or type name of person signing contract)</u>	Address: <u>1418 S Azusa Ave #4007</u>
Title: <u>President</u> <u>(Print or Type)</u>	<u>West Covina, CA 91791-6000</u>