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Contract Number

21-569 A-1

SAP Number

4400017356

Department of Aging and Adult Services

**Department Contract Representative
Telephone Number**

Julie West
(909) 387-2462

Contractor

Trona Community Senior Center
Operations, Inc.

**Contractor Representative
Telephone Number**

Ahmed Elhawary
(760) 372-5889

Contract Term

July 1, 2021 through June 30, 2024

Original Contract Amount

\$ 150,000

Amendment Amount

\$ 25,000

Total Contract Amount

\$ 175,000

Cost Center

5292001036

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 21-569, 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 \$175,000, of which \$175,000 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-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 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.

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

All other terms and conditions of Contract No. 21-569 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: JUN 13 2023

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
Deputy

Trona Community Senior Center Operations, Inc.

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

By 
(Authorized signature - sign in blue ink)

Name Sandra Sprouse
(Print or type name of person signing contract)

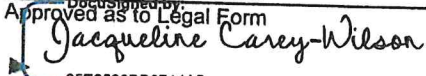
Title President
(Print or Type)

Dated: 05-31-2023

Address 13187 Jones Street


Trona, CA 93562

FOR COUNTY USE ONLY

Approved as to Legal Form

25E2580DB6714A5
Jacqueline Carey-Wilson, Deputy County Counsel

Reviewed for Contract Compliance

Patty Steven, Contracts Manager

Reviewed and Approved by Department

Sharon Nevins, Director

Date June 6, 2023

Date June 6, 2023

Date June 6, 2023

COUNTY OF SAN BERNARDINO
III B SUPPORT SERVICES PROGRAM BUDGET

Provider: Trona

Fiscal Year: 2023-24

Orig ☐ Amend ☒

Match Requirement: \$ 7,367

SERVICE		Senior Center Activities							
Expected Service Units:		1500							
Expenditure Category:		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
1 Personnel		\$ 27,000	\$ 9,720						
2 Staff Travel & Training		\$ 1,500							
3 Equipment									
4 Non-Inventoriable Equipment									
5 Consultants									
6 Other Expenses:									
a Supplies		\$ 3,500							
b Insurance		\$ 4,000							
c Repair & Maintenance		\$ 4,000							
d Rent/Building Space									
e Utilities		\$ 10,000							
f Vehicle Operations									
g Miscellaneous		\$ 3,000							
7 Indirect Cost									
Total Expenditures (add lines 1-7)		\$ 53,000	\$ 9,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total									\$ 62,720

Revenue Sources:		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
Federal Funds		\$ 15,000								\$ 15,000
Federal Funds ARP		\$ 38,000								\$ 38,000
Program Income										
Deferred Income										
Matching Cash										
Matching In-Kind			9,720							
Non-Match Cash										
Non-Match In-Kind										
Total Revenue		\$ 53,000	\$ 9,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,720

Submitted by:

Ahmed A. Elhawary

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DAAAS Approval:

Gina Gonzales

print



Signature

05/10/2023
Date

 5/10/23
Date