

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


Contract Number
 19-306 A-2

SAP Number
 4400011511 A-2

Children and Family Services

Department Contract Representative	Kris Bussard
Telephone Number	(909) 387-2806
Contractor	Walden Family Services
Contractor Representative	Sue Evans
Telephone Number	(951) 204-8299
Contract Term	July 1, 2019 through June 30, 2024
Original Contract Amount	\$1,275,000
Amendment Amount	\$ 225,000
Total Contract Amount	\$1,500,000
Cost Center	5017031000

AMENDMENT NO. 2

It is hereby agreed to amend Contract No. 19-306, effective October 1, 2023, as follows:

SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES

Add Section III, Paragraphs RR through TT to read as follows:

RR. Force Majeure – 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.

SS. 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](https://www.dgs.ca.gov/OLS/Ukraine-Russia)), 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.

TT. Campaign Contribution Disclosure (SB 1439) – Contractor has disclosed to the County using Attachment I – 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 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 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, Paragraph A to read as follows:

- A. The maximum amount of payment under this Contract shall not exceed \$1,500,000, and shall not exceed \$300,000 annually, of which \$750,000 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.

SECTION VIII. TERM

Amend Section VIII, Paragraph A to read as follows:

- A. This Contract is effective as of July 1, 2019, and expires June 30, 2024 but may be terminated earlier in accordance with provisions of this Contract.

ATTACHMENTS

Add Attachment H - Independent Living Program Extended Care Services Program Budget, October 1, 2023 through June 30, 2024.

Add Attachment I - Campaign Contribution Disclosure (SB 1439)

All other terms and conditions of Contract No. 19-306 remain in 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 26 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy



Walden Family Services

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

By *Sue Evans*
Sue Evans
(Authorized signature - sign in blue ink)

Name Sue Evans
(Print or type name of person signing contract)

Title Chief Operating Officer
(Print or Type)

Dated: August 22, 2023

Address 8525 Gibbs Drive, Suite 100
San Diego, CA 92123

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Kaleigh Ragon*
Kaleigh Ragon, Deputy County Counsel

Date August 23, 2023

Reviewed for Contract Compliance

► *Patty Steven*
Patty Steven, Contracts Manager

Date August 24, 2023

Reviewed/Approved by Department

► *Jenny Zepeda*
Jenny Zepeda, Director

Date August 23, 2023

INDEPENDENT LIVING PROGRAM EXTENDED CARE SERVICES BUDGET

October, 2023 through June 30, 2024

I. PROGRAM COSTS

/those items of cost which are chargeable, in whole or part, to the p

A. Salaries and Benefits

		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	CURRENT BUDGET AMOUNTS	PROPOSED BUDGET AMOUNTS	LINE ITEM CHANGE
1	Job Title: Program Director					
	Salary	\$78,750	15%	\$14,400	\$11,813	(\$2,587)
	Benefit	\$22,052	15%	\$4,032	\$3,308	(\$725)
2	Job Title: Life Skills Coach Supervisor 1.0 FTE	\$41,900	100%	\$45,422	\$41,900	(\$3,522)
	Benefit	\$11,732	100%	\$13,627	\$11,732	(\$1,895)
3	Job Title: Life Skills Coach 0.7 FTE	\$36,785	73%	\$36,765	\$26,669	(\$10,097)
	Benefit	\$10,300	73%	\$11,030	\$7,467	(\$3,563)
4	Job Title: Life Skills Coach/Employment & Education Specialist 1.0 FTE	\$36,036	100%	\$17,160	\$36,036	\$18,876
	Benefit	\$10,090	100%	\$3,979	\$10,090	\$6,111
10	Total Budgeted Salaries and Benefits – Subtotals (A):	\$247,644		\$146,414	\$149,015	\$2,600

BUDGET (Continued)**October, 2023 through June 30, 2024****B. Operational Costs**

		TOTAL COST TO THE	PERCENT CHARGED	CURRENT BUDGET	PROPOSED BUDGET	LINE ITEM CHANGE
1	Mileage	\$1,988	100%	\$1,988	\$1,988	\$0
2	Cell Phone/On Call Stipends	\$892	100%	\$892	\$892	\$0
3	Lease	\$28,001	75.0%	\$19,890	\$21,000	\$1,110
4	Utilities	\$2,250	100%	\$2,250	\$2,250	\$0
5	Youth Training	\$7,500	100%	\$7,500	\$7,500	\$0
6	Office Supplies & Maintenance	\$750	100%	\$750	\$750	\$0
7	Technology & Maintenance	\$4,035	100%	\$4,035	\$4,035	\$0
8	Postage	\$375	100%	\$375	\$434	\$59
9	Telephones	\$3,300	100%	\$3,300	\$900	(\$2,400)
10	Employee Advertising	\$113	100%	\$113	\$113	\$0
11	Printing	\$375	100%	\$375	\$375	\$0
12	DOJ Processing	\$150	100%	\$150	\$150	\$0
13	Staff Training	\$2,573	100%	\$2,573	\$1,500	(\$1,073)
14	YA Expenses	\$15,750	100%	\$15,750	\$15,750	\$0
	Transportation					
	Educational/Voc. Training					
	Daily Living Skills					
	Health & Safety					
	Employment Training					
	Incentives					
	Total Operational Expenses – Subtotals (B)	\$ 68,051		\$59,939	\$57,636	(\$2,303)

Total All Program Costs**Total Program Costs:**

A.	Salaries and Benefits	\$149,015
B.	Operational Expenses	\$57,636
C.	Subtotal (A+B)	\$206,651
D.	De Minimis Rate	\$18,241
	Total Contract Costs (C+D)	\$224,892



ATTACHMENT I

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 decision on the matter 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: Walden Environment dba Walden Family Services

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
Walden Family Services	Sue Evans

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	N/A

5. 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	N/A	N/A

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☒

No ☐

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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	N/A

8. 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. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

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

9. Name of Board of Supervisor Member: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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. 1-7 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.