



Contract Number

22-221 A-1

SAP Number

4400019682

Department of Aging and Adult Services

Department Contract Representative	<u>Maria Tucci, Contracts Analyst</u>
Telephone Number	<u>(909) 387-2806</u>
Contractor	<u>WISE and Healthy Aging</u>
Contractor Representative	<u>Molly Davies</u>
Telephone Number	<u>(310) 394-9871</u>
Contract Term	<u>July 1, 2024, through June 30, 2025</u>
Original Contract Amount	<u>Not to Exceed \$1,800,000</u>
Amendment Amount	<u>\$200,000</u>
Total Contract Amount	<u>\$2,000,000</u>
Cost Center	<u>5293001036, 5366001036</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 22-221, as follows:

SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

Amend Paragraph Q to read as follows:

- Q. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
1. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities.
 2. Conduct quarterly visits to all Skilled Nursing Facilities and Residential Care Facilities for the Elderly within San Bernardino County.

3. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area.
4. Promote visitation programs and other community involvement in long-term care facilities within the service area.
5. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights.
6. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency.

Amend Paragraph V to read as follows:

- V. Ensure that the Elder Abuse Prevention program shall do the following: [OAA S 721].
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation.
 2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals.
 3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction.
 4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA.
 5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs.
 6. Ensure at least 900 clients served receive elder abuse prevention education and training annually.

Amend Paragraph W to read as follows:

- W. Conduct or partner to conduct training for individuals, including caregivers described in part E of Title III, professionals and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy. Have an Advisory Council separate from the Board of Directors of its host agency.
1. The Advisory Council should:
 - a. Be comprised of persons concerned about the quality of care and protection of the rights of residents in LTC facilities.
 - b. Include representatives of service agencies within the aging network, community organizations, and consumers.
 2. In the case of a multipurpose agency, the chairperson of the Advisory Council should be a member of the governing board of the approved organization.
 3. Meet or exceed the Measure and Targets listed tables below. Targets may be updated annually in consultation with the Local LTC Ombudsman Program Coordinator based on data received from the OSLTCO. New targets are published in DAAS' AAA Area Plan and Area Plan Update.

Fiscal Year 2024/2025 Measures and Targets	
Outcome 1	The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program [OAA § 712(a)(3),(5)].
Measures	
Complaint Resolution Rate	50%
Work with Resident Councils	20 meetings
Work with Family Councils	1 meeting
Information and Assistance to Facility Staff	500 instances
Information and Assistance to Individuals	600 instances
Community Education	4 sessions

Fiscal Year 2024/2025 Measures and Targets	
Outcome 2	Residents have regular access to an Ombudsman [OAA § 712(a)(3)(D), (5)(B)(ii)].
Measures	
Routine Access: Nursing Facilities	75%
Routine Access: Residential Care Communities	65%
Number of FTE Staff	6 FTE
Number of Certified LTC Ombudsman Volunteers	2

Fiscal Year 2024/2025 Measures and Targets	
Outcome 3	Ombudsman representative accurately and consistently report data about their complaints and other program activities in a timely manner [OAA § 712(c)].
Measures	
Increase number of staff trained to enter data into database.	
Increase case reviews completed by Ombudsman Program Coordinator.	

Elder Abuse Prevention Service Objectives

Fiscal Year 2024/2025	
Total # of Public Education Sessions	8
Total # of Training Sessions for Professionals	8
Total # of Hours Spent Developing a Coordinated System	40

Total # of Copies of Education Materials to be Distributed	1,500
Total # of Individuals Served	900

Add Paragraph X to read as follows:

- X. Ensure the residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance.

SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES

Add Paragraph OO to read as follows:

- OO. **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.

Add Paragraph PP to read as follows:

- PP. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment D – 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 A. to read as follows:

- A. The maximum amount payment under this Contract shall not exceed \$2,000,000. of which \$400,000 may be federally funded, and \$1,600,000 may be state 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. TERM to read as follows:

This Contract is effective as of April 1, 2022, and is extended from its amended expiration date of June 30, 2024, to expire on 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 D – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

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

All other terms and conditions of Contracts No. 22-221 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 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.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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

WISE and Healthy Aging

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

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

Name Molly Davies
(Print or type name of person signing contract)

Title President and CEO
(Print or Type)

Dated: _____

Address 1527 4th Street, Second Floor
Santa Monica, CA 90401

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jacqueline Carey-Wilson, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Patty Stevens, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Glenda Jackson, Assistant Director

Date _____



ATTACHMENT D

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: _____
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: Molly Davies, President and CEO
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):
Not applicable (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	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

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

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors within the prior 12 months, 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: N/A

Name of Contributor: N/A

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

Amount(s): 0

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.