



Contract Number

21-218 A-1

SAP Number

4400016787

**Department of Aging and Adult Services –
Public Guardian**

Department Contract Representative	Diane Ettari
Telephone Number	(909) 386-8313
Contractor	Stacy Wood, Ph.D., A Psychological Corporation
Contractor Representative	Stacy Wood, Ph.D.
Telephone Number	(909) 706-2764
Contract Term	April 1, 2021, through March 31, 2025
Original Contract Amount	\$250,000
Amendment Amount	N/A
Total Contract Amount	\$250,000
Cost Center	5017351000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 21-218, as follows:

ENTIRE CONTRACT

All references to “Department of Aging and Adult Services” and “DAAS” in the Contract are amended to read “Department of Aging and Adult Services-Public Guardian” and “DAAS-PG”, respectively. All references to “County of San Bernardino” in the Contract are amended to read “San Bernardino County”.

SECTION I. DEFINITIONS

Amend Paragraph D. to read as follows:

- D. Department of Aging and Adult Services-Public Guardian (DAAS-PG) – The San Bernardino County department that empowers Seniors and at-risk adults by providing services and working

with individuals, service providers, and communities to improve or maintain choice, independence, and quality of living.

Add Paragraph N. as follows:

- N. Social Service Practitioner – Provides professional social work services including diagnosis, assessment, intervention, and case management support to aging and adult individuals with complex health, psychological or economic problems. Work requires investigating and/or supporting cases involving neglect, abuse, emotional or behavioral problems, physical/mental disabilities, or other health conditions. Travel and field work, including home visits, are a routine part of these assignments.

SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

Amend Paragraphs E., and F. to read as follows:

- E. Conduct an assessment either in the home of the referred client or in an office within close proximity to the client. Assessments may include:
1. Mental status examination
 2. Activities of Daily Living (ADLs) or Instrumental Activities of Daily Living (IADLs) assessments
 3. Psychosocial assessment
 4. Decision-Making Capacity evaluation
 5. Geriatric depression assessment
 6. Forensic evaluation
- F. Prepare and provide a report(s) within ten (10) days of assessment.
1. Report should include:
 - a. Assessment results
 - b. Professional Recommendations
 2. Report may include:
 - a. Identification of organic issues
 - b. Mental Status
 - c. Psychosocial status
 - d. Decision-making capacity declaration
 - e. Summary Impressions
 3. Report(s) should be sent via certified mail to the Social Service Practitioner (SSP) who requested the assessment.
 4. A copy of all reports and any correspondence should be sent via encrypted email to the following Program Specialists:

Amar.Elashi@hss.sbcounty.gov

Brandon.Patterson@hss.sbcounty.gov

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 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 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 Paragraphs A. and B. to read as follows:

- A. The maximum amount of payment under this Contract shall not exceed \$250,000, of which \$250,000 may be federally funded, and shall be subject to availability of other 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.
- B. Contractor shall be compensated on a fee-for-services basis and based upon the Fee Schedule (Attachment E). Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice and shall be processed with a net sixty (60) day payment term following approval by County.

SECTION VI. RIGHT TO MONITOR AND AUDIT

Amend Paragraph A. to read as follows:

- A. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

SECTION VIII. TERM

Amend Section VIII. to read as follows:

This Contract is effective as of April 1, 2021, and has been extended from the original expiration date of March 31, 2024, to expire on March 31, 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 – CLIENT COMPLAINT AND GRIEVANCE PROCEDURE

Remove **ATTACHMENT A** and Replace with **ATTACHMENT A-1**, attached, 2 pages.

ATTACHMENT C – GERIATRIC ASSESSMENTS SCOPE OF WORK

Remove **ATTACHMENT C** and Replace with **ATTACHMENT C-1**, attached, 2 pages.

ATTACHMENT D, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

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

ATTACHMENT E, FEE SCHEDULE

Add **ATTACHMENT E**, attached, 1 page.

All other terms and conditions of Contract No. 21-218 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: _____
 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

Stacy Wood, Ph.D., A Psychological Corporation
 (Print or type name of corporation, company, contractor, etc.)

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

Name Stacy Wood, Ph.D.
 (Print or type name of person signing contract)

Title Geropsychologist Contractor
 (Print or Type)

Dated: _____

Address 1030 Columbia Avenue
Claremont, CA 91711

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► _____
 Jacqueline Carey-Wilson, Deputy County Counsel
 Date _____

Reviewed for Contract Compliance
 ► _____
 Patty Steven, Contracts Manager
 Date _____

Reviewed/Approved by Department
 ► _____
 Sharon Nevins, Director
 Date _____



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
• If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
• If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

San Bernardino County
Department of Aging and Adult Services – Public Guardian
Adult Protective Services Division
ATTN: Program Specialist
9455 Fairway View Place, Suite 105
Rancho Cucamonga, CA 91730

- If answered or resolved at this step, nothing further is required.
• If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:
HS Administrative Support Division, ATTN: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

..... Detach here

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature

Date



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: El CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
• Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
• Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

San Bernardino County
Department of Aging and Adult Services - Public Guardian
Adult Protective Services Division
ATTN: Program Specialist
9455 Fairway View Place, Suite 105
Rancho Cucamonga, CA 91730

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
• Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... Separar aquí.

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

Firma del Cliente

Fecha

**Department of Aging and Adult Services- Public Guardian
 Adult Protective Services
 Geriatric Assessment Scope of Work
 April 1, 2024, through March 31, 2025**

SCOPE OF WORK

Consenting elders, sixty (60) years and older or dependent adults, who are under active investigation for suspected elder or dependent adult abuse or neglect by the Department of Aging and Adult Services- Public Guardian (DAAS-PG) - Adult Protective Services (APS), may be referred by APS Social Service Practitioner (SSP) to the Contractor for a geriatric and/or capacity assessment. Prior to referring the case to the Contractor, the SSP must receive authorization by a Supervising Social Services Practitioner (SSSP) or higher level of authority.

Service Regions to be served are as follows:

North Desert	Western	Central	Eastern
Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and surrounding areas	Chino, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and surrounding areas	San Bernardino, Mountain Communities, and surrounding areas	Joshua Tree, Yucaipa, Yucca Valley, and surrounding areas

ASSESSMENTS

Upon receipt of a referral from DAAS-PG, the Contractor shall schedule and provide assessments including home visits when necessary. Assessments may include one or all of the following:

- Mental Status Examination
- Assessment of Activities of Daily Living (ADLs) or Instrumental Activities of Daily Living (IADLs)
- Decision Making Capacity Evaluation
- Geriatric Depression Evaluation
- Forensic Evaluation
- Psychosocial Assessment

Billing hours: Client interviews, assessments and reports shall be invoiced as follows:

- Client interviews and assessments, including record review, shall not exceed five (5) hours of billing time per client.
- Client reports, including capacity declaration, shall not exceed five (5) hours of billing time per client.
- Any follow up assessments, including report writing, shall not exceed three (3) hours of billing time per client.
- Total hours per client, including travel, shall not exceed ten (10) hours.
- Any deviations to the above time frames shall be approved by DAAS-PG prior to the work being completed.

Services of a purely medical nature which can be charged to third party insurers shall not be charged to DAAS-PG. When additional services are requested from APS on initial referral, such as evaluation of decision-making capacity (direct interview, Hopkins Capacity testing), or completion of state capacity form GC-335 and GC-335A, supplementary charges shall be levied in accordance with time spent.

Contractor shall make recommendations for referral of the elderly client or dependent adult to other specialists as necessary, or for laboratory or radiologic testing during the course of the assessment.

Contractor may also suggest referrals to social service programs such as In-Home Supportive Services (IHSS), Mental Health providers, Senior Information and Assistance (SIA), housing assistance, or others.

REPORTS

A report and completed GC-335 and GC-335A, if requested, will be required within ten (10) days of the assessment. The report should include all assessment results and professional recommendations:

- Medical Work-up
- Identification of organic issues
- Mental Status
- Psychosocial status
- Decision-making capacity declaration
- Summary Impressions

Types of services provided, and extent to which services are covered by available medical insurance, will be included in the invoice submitted to Human Services/Administrative Support Division-Finance.

Reports are to be sent to DAAS-PG via certified mail. Copies of all reports are to be sent to the SSP, SSSP, and District Manager via encrypted email.

Complete a new GC 335 and GC 335a within six (6) months, at no additional cost, when reevaluation is court ordered.

TESTIFY

Contractor may be asked to testify in Court based on Contractor's recommendations.

MEETINGS

Contractor may attend monthly Public Guardian meetings normally held on the second (2nd) Monday of each month not to exceed one (1) hour to present the need for client(s) to be referred for initial services. Meetings may be virtual or in person at the following location:

Public Guardian/Conservator
686 E. Mill Street
San Bernardino, CA 92415-0646
(909) 798-8500

The purpose of these meetings is to discuss APS cases that have been referred to the Public Guardian's office to investigate for possible conservatorship. Contractor will have the opportunity to share expertise and insight on cases evaluated in the presence of an Interdisciplinary Team made up of the Public Guardian, APS Lead, APS SSPs, Public Guardian investigators, Mental Health Specialist from Superior Court, and Nurse Supervisor.

The expected outcome of these meetings is to determine if additional follow up is needed or if the case would be closed after a thorough investigation is conducted.



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: Stacy Wood, PhD., A Psychological Corporation

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: Stacy Wood, PhD.

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):Stacy Wood, PhD.

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.

**Department of Aging and Adult Services – Public Guardian
 Adult Protective Services
 Geriatric Assessment Fee Schedule
 April 1, 2024 through March 31, 2025**

Service	Rate
Geriatric Assessments	\$ 350.00/hour
Report Writing (if applicable)	\$ 350.00/hour
Capacity Declaration form GC-335 and GC-334A (if applicable)	\$ 350.00/hour
Report and/or Capacity Declaration Mailing (if applicable)	\$ 350.00/hour
Record Review	\$ 350.00/hour
Consultation	\$ 350.00/hour
Collateral Interviews	\$ 350.00/hour
Court Testimony (if applicable)	\$ 400.00/hour
Travel Time (All travel time is rounded up to the next whole hour)	\$ 125.00/hour