



**Contract Number**

19-348 A-2

**SAP Number**

4400011553

**Transitional Assistance Department  
And  
Behavioral Health Department**

<b>Department Contract Representative</b>	Raul Gudino
<b>Telephone Number</b>	(909) 388-0255
<b>Contractor</b>	Health Advocates, LLC
<b>Contractor Representative</b>	Steve Levine, CEO
<b>Telephone Number</b>	(818) 995-9500
<b>Contract Term</b>	July 1, 2019 through September 30, 2024
<b>Original Contract Amount</b>	\$738,750
<b>Amendment Amount</b>	\$170,000
<b>Total Contract Amount</b>	\$908,750
<b>Cost Center</b>	501900100 TAD 920914220 DBH

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2**

It is hereby agreed to amend Contract No. 19-348, effective October 1, 2023, as follows:

**SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES**

**Add Paragraph HH to read as follows:**

HH. Campaign Contribution Disclosure (SB1439).

HEALTH ADVOCATES, LLC has disclosed to the County using Attachment E to this Amendment, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of HEALTH ADVOCATES, LLC's proposal to County, or (2) 12 months before the date this Agreement was approved by the County. HEALTH ADVOCATES, LLC acknowledges that under Government Code section 84308, HEALTH ADVOCATES, LLC is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, HEALTH ADVOCATES, LLC will provide Licensee a written statement disclosing

any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer 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 HEALTH ADVOCATES, LLC or by a parent, subsidiary or otherwise related business entity of HEALTH ADVOCATES, LLC.

## **SECTION V. FISCAL PROVISIONS**

**Paragraph A and B are amended to read as follows:**

- A. The maximum amount of payment under this Contract shall not exceed \$908,750 for the total contract period and shall not exceed a total of \$170,000 per any twelve (12) month period (\$120,000 for TAD and \$50,000 for DBH) 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.
- B. County shall reimburse Contractor for costs associated with the performance of the SSI Legal Advocacy Service on a case-by-case basis at a rate not to exceed twenty-five percent (25%) or \$7,200, whichever is less of the retroactive SSI/SSP benefits for SSI approvals. There will be no charge for those cases not approved for SSI/SSP, except for reimbursement of fees for medical records per Paragraph C of this Section.

## **SECTION VIII. TERM**

**Amend Section to read as follows:**

This Contract is effective as of July 1, 2019, and is extended from its amended expiration date of September 30, 2023, to expire on September 30, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The disposition of pending appeals, if any, shall be determined upon Contract termination.

**All other terms and conditions of Contract No. 19-348 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 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

Health Advocates, LLC

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

►

Dawn Rowe, Chair, Board of Supervisors

By ►

*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name Steve Levine

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

*(Print or type name of person signing contract)*

Title Chief Executive Officer

*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 21540 Plummer Street, Unit B

Chatsworth, CA 91311

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed by Contract Compliance	Approved by Department	Approved by Department
► Adam Ebright, Deputy County Counsel	► Patty Steven, HS Contracts	► Gilbert Ramos, Director	► Georgina Yoshioka, Director
Date	Date	Date	Date



## ATTACHMENT E

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the San Bernardino County (County) Board of Supervisors (Board) or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the 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 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: Health Advocates, LLC

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)
N/A	

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

Company Name	Contact
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):
<u>N/A</u>		

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	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer 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 or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Amendment, HEALTH ADVOCATES, LLC certifies that the statements made herein are true and correct. HEALTH ADVOCATES, LLC 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 or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.