



**Contract Number**

25-451 A-1

**SAP Number**

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

**Department Contract Representative Telephone Number** Jammie Maalouf, Contracts Analyst  
(909) 386-8395

**Contractor** Inland Counties Legal Services  
**Contractor Representative** Tessie Solorzano  
**Telephone Number** (951) 248-4524  
**Contract Term** July 1, 2025 through June 30, 2027  
**Original Contract Amount** NTE \$350,000  
**Amendment Amount** NTE \$ 80,000  
**Total Contract Amount** NTE \$430,000  
**Cost Center** 52966001036

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 25-451 as follows:

**SECTION A. DEFINITIONS**

**Amend Section A. to add Definitions 57 and 58.**

- 57. Budgeted Award - The amount of funding authorized by the County for Contractor use at contract execution. Contractor may not incur costs beyond this amount without an approved budget adjustment.
- 58. Not to Exceed (NTE) Amount - The maximum total compensation authorized under this Agreement. This amount cannot be exceeded without a formal written amendment.

## **SECTION C. GENERAL CONTRACT REQUIREMENTS**

### **Amend Section C. to add Paragraphs 69 through 73.**

69. **Covenant Against Contingent Fees** - The Contractor warrants that no person or selling agency has been employed or retained to solicit the work outlined within this contract. There has been no agreement to make commission payments in order to obtain the work outlined within this contract. For breach or violation of this warranty, the County shall have the right to terminate or at its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
70. **Fraud and Programmatic Abuse Reporting** - The Contractor shall immediately report to the County and the California Department of Aging (CDA) any incidents of alleged fraud or programmatic abuse. The Contractor shall maintain all records, documents, or other evidence of fraud or abuse until notified by the County or CDA.
71. **Compliance with State Contract Act and Unruh Civil Rights Act** - In performing services under this contract, the Contractor shall comply with all applicable provisions of the State Contract Act (Public Contract Code §10295 et seq.) and the Unruh Civil Rights Act (Civil Code §51), as required when program allocations exceed \$100,000 or when otherwise applicable.
72. **Remedies for Noncompliance** - In the event of Contractor noncompliance with the terms, conditions, or specifications of this contract, the County may impose appropriate remedies, including but not limited to: withholding of payments, contract suspension, contract termination, reduction of budget, and modification of contract terms as allowed under 45 CFR 92.36.
73. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))** - Contractor certifies on Attachment I that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award

## **SECTION D. TERM OF CONTRACT**

### **Amend Section D.1. to read as follows:**

1. This Contract is effective as of July 1, 2025, and has been extended from the original expiration date of June 30, 2026, to expire on June 30, 2027, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one (1) year periods by mutual agreement of the parties.

## **SECTION F. FISCAL PROVISIONS**

### **Amend Section F.1. to read as follows:**

1. Total compensation under this Contract shall not exceed the Not to Exceed (NTE) amount of \$430,000, which represents the maximum possible contract value which can only be exceeded with a formal written Amendment. The budgeted award amount identified by the County at execution is the actual amount authorized for Contractor use. Any increase above the budgeted award may be made only if additional federal or state funds become available and only through a formal written Budget Adjustment. Contractor shall not provide services or incur costs beyond the County authorized budget.

All funding under this Contract is contingent on the availability of federal and state funds. Both the initial allocation and any amendments are tentative and may change based on actual funding received. If funding is reduced, delayed, or cancelled, the County may reduce, suspend, or terminate the Contract, and the Contractor will be paid only for services provided up to the effective date of the change.

The consideration to be paid to Contractor, as provided herein, shall be in full payment of the annual allotted budget for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**ATTACHMENTS:**

A. SCOPE OF WORK

C. ASSURANCE OF COMPLIANCE (Revised April 2026)

M. ANTI-LOBBYING CERTIFICATION

N. LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)

**All other terms and conditions of Contract No. 25-451 shall 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.

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

Inland Counties Legal Services

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

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Tessie Solorzano  
*(Print or type name of person signing contract)*

Title Executive Director  
*(Print or Type)*

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

Address 1040 Iowa Avenue, Suite 109  
Riverside, CA 92507

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Jacqueline Carey-Wilson, Deputy County Counsel	► _____ Lisa Rivas-Ordaz, Contracts Manager	► _____ Sharon Nevins, Director
Date _____	Date _____	Date _____

**SCOPE OF WORK**  
**TITLE III B - OLDER ADULT LEGAL SERVICES FY 2025-2026**

A. PROGRAM DESCRIPTION

1. Program Objective

Department of Aging and Adult Services - Public Guardian (DAAS-PG), through the Older Americans Act (OAA), allocates funds to provide legal services to enable older adults to assert their rights and remove barriers to economic and personal independence. Contractor will deliver quality, cost effective legal services designed to address the unmet legal needs of vulnerable older adults throughout the County for a variety of legal problems concerning housing, consumer fraud, elder abuse, Social Security, Supplemental Security Income (SSI), Medicare, Medi-Cal, age discrimination, pensions, nursing homes, protective services, conservatorships, and other matters.

2. Intended Outcome

a. The primary focus of legal assistance shall be the direct representation of older adults in legal matters.

b. A client or participant satisfaction survey shall be conducted by Contractor at least once a year. The survey form must be approved by designated DAAS-PG staff prior to its use and all findings from the survey must be used to improve services. The returned surveys and tabulated results must be kept on file for review by DAAS-PG staff.

c. Contractor shall ensure all posters, signs, and brochures (materials) are prepared in English and Spanish. DAAS-PG may request material to be prepared in other languages as necessary. These materials should be posted and distributed in locations that serve minority communities such as churches, community service centers, and small stores within minority communities.

3. Clientele and Eligibility Criteria

a. The clients served under this program are adults who are aged sixty (60) and older. Proof of age or citizenship shall not be required as a condition of receiving services.

b. Clients who are socially and/or economically needy will be given priority for services with particular attention to low income minority adults, older adults with limited English proficiency, and older adults residing in rural areas and who are not eligible for services from any other source.

c. Older adults referred by DAAS-PG staff shall be given first priority for services under this agreement.

4. Outreach

Contractors must use outreach efforts that will:

a. Identify individuals eligible for assistance under the OAA, with special emphasis on adults aged sixty (60) and older:

1) Residing in rural areas,

2) With the greatest economic need (with particular attention to

- low-income minority adults),
- 3) With the greatest social need, and
  - 4) With severe disabilities.

## B. STAFFING REQUIREMENTS

### 1. Staff

- a. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Contract. This includes a Program Director and additional personnel as determined by the size of the service area and the method and level of service provision needed to fully comply with the terms of this work plan and contract.
- b. Staff providing services with access to personal identifiable information must go through a thorough background check, with evaluation of the results to assure there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each person's background check documentation for a period of three (3) years following contract termination.
- c. All attorneys providing legal assistance shall be licensed and in good standing to practice law in the State of California and shall carry malpractice insurance. Legal assistance may be provided by law students or paralegals only under the direct and regular supervision of an attorney.
- d. Staff shall be available to DAAS-PG for training and meetings which DAAS-PG may find necessary from time to time.

### 2. Volunteer Staff

- a. Volunteers are individuals who work without pay in the performance of essential duties to conduct the program.
- b. Volunteers shall not replace paid personnel.

### 3. Training Activities

- a. Provide training both on the job and in formal training sessions, as appropriate, to improve the understanding of paid staff about the service(s) being provided. Wherever required by law and/or ordinance, licensed staff must be trained to carry out assigned duties. In addition, annually evaluate paid staff performance to determine his/her effectiveness, skill development and understanding of tasks they are assigned. Documentation of training shall be kept on file at the Contractor's main office for review by DAAS-PG as needed and/or during program monitoring to be scheduled and conducted by DAAS-PG.
- b. Volunteers should be provided on the job training and opportunities for formal training to improve skills and understanding of the service being provided. Wherever required by law or ordinance, volunteers must be trained and/or licensed to carry out assigned duties. Documentation of training shall be kept on file at the Contractor's main office for review by DAAS-PG as needed and/or during program monitoring to be scheduled and conducted by DAAS-PG staff.

C. SERVICE REQUIREMENTS

1) Service Areas

a. The following table defines the service areas included in this Contract:

<b>Regional Areas</b>	<b>Representative Communities</b>
East Valley	Bloomington, Colton, Fontana, Highland, Loma Linda, Lytle Creek, Redlands, Rialto, San Bernardino City, Yucaipa, and surrounding areas.
Morongo Basin	Joshua Tree, Landers, Morongo Valley, Twenty-Nine Palms, Wonder Valley, Yucca Valley, and surrounding areas.
San Bernardino Mountains	Big Bear, Crestline, Lake Arrowhead, Running Springs, Twin Peaks, and surrounding areas.
North-Western Desert	Baker, Barstow, Newberry Springs, Trana, and surrounding areas
Victor Valley	Adelanto, Apple Valley, Hesperia, Lucerne Valley, Victorville, and surrounding areas.
West Valley	Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and surrounding areas.
East Desert	Big River, Essex, Havasu, Kelso, Needles, Nipton, and surrounding areas

2. Physical Set Up

a. Where services are provided in a care center, office or any setting outside the client's home, the environment must be attractive, clean and free from obstacles, which could cause injury.

3. Client Contributions and Confidentiality

a. Contractor shall encourage older adults to contribute to the cost of services by notifying them at least annually, using the DAAS-PG Senior Services Programs "Voluntary Contribution Flyer," that donations 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 (Exhibit B) 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.

b. Contribution letters sent to clients for Title III B services may not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service.

c. All voluntary contributions from recipients of contracted services are considered program income and shall be used to increase the amount of service being provided in the program(s) funded by DAAS-PG.

d. The contractor shall ensure that all voluntary contributions by eligible participants are kept confidential.

e. No individual eligible for a program shall be denied participation because of failure or inability to contribute toward services.

4. Coordination Activities

a. Contractor shall participate within appropriate coordination bodies

established by state law and/or county ordinance.

- b. Contractor shall include the following statement on all advertising, posters and brochures, etc. for services funded through this Contract:  
 "Services have been provided by San Bernardino County Department of Aging and Adult Services - Public Guardian. The materials or product were a result of a project funded by a contract with the California Department of Aging." (Statement subject to change per CDA guidelines.)
- c. Contractor shall obtain prior approval from DAAS-PG before using any advertising, posters, and brochures that are directly related to III B Older Adult Services.
- d. Contractor shall coordinate service with other County departments and local agencies by providing time within the facility during participant meetings, staff meetings and volunteer meetings, etc., for presentations on special activities that promote a Community Based System of Care for elderly clients. All coordination activities must be documented and kept on file for review by DAAS-PG.
- d. Contractor shall, in conjunction with DAAS-PG, coordinate services with:
  - 1) Providers offering services in older adult programs including but not limited to Long Term Care Ombudsman (LTC Ombudsman), Health Insurance Counseling and Advocacy Program, Senior Information and Assistance, Adult Protective Services, law enforcement, and case management services.
    - A. Contractor will, in coordination with the LTC Ombudsman Program, develop and execute a memorandum of understanding with the LTC Ombudsman, which will address conflict of interest, provision of legal advice to the Ombudsman Program, and procedures for referral and other technical assistance.
    - B. Contractor may provide direct legal assistance to residents of the long term care facilities where the clients are otherwise eligible, and services are appropriate.
    - C. Where both legal and ombudsman services are provided by the same agency, providers must develop and utilize policies and procedures to protect the integrity, resources, and confidentiality of both programs.

#### D. PROGRAM REPORTING REQUIREMENTS

- 1. Maintain a program data collection and reporting system ensuring accuracy of data from the intake/assessment process.
- 2. Contractor shall enter program data including, but not limited to, client information and services performed into MIS by the tenth (10<sup>th</sup>) business day of the month following the month of service.
  - a. Contractor will have dedicated staff responsible for entering the data timely and ensuring the appropriate hardware and internet service is available to support this requirement.
  - b. DAAS-PG may request reports/data to be submitted using alternative methods including, but not limited to, email or hard copy at any time.
- 3. Contractor, at such times and in such forms as DAAS-PG may require, shall furnish statements, records, reports, data and information requested by DAAS-PG pertaining to Contractor's performance of services hereunder and

other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS-PG. Incomplete forms shall be returned to the Contractor for completion. In the event of changes in these forms, DAAS-PG shall advise the Contractor via written notice. The Contractor shall develop and implement a process for ensuring quality control which includes orienting and training staff regarding program data collection and reporting requirements.

4. DAAS-PG will provide orientation and staff training regarding data collection and reporting requirements.
5. Contractor shall meet the following standards for its program MIS:
  - a. Monthly Service Report  
Contractor will submit monthly reports no later than the tenth (10<sup>th</sup>) business day of the following month. (e.g. The Monthly Service Report for the period of January 1 to January 31 will be due by the tenth (10<sup>th</sup>) business day of February). Contractor is required to support the authenticity and accuracy of the monthly service units it reports by providing verification documentation as directed by DAAS-PG. Service Units that cannot be verified by the contractor are subject to rejection, as are any costs associated with unverified units.
  - b. Quarterly Performance Report  
Contractor will submit quarterly performance reports no later than the last business day of the following month. (e.g. The Quarterly Performance and Narrative Reports for the period of January 1 to March 31 will be due by the last business day of April). Contractor will utilize a template supplied by DAAS-PG. Quarterly performance reports will be used by the contractor to communicate updates, accomplishments and challenges, and meaningful outcomes. Quarterly reports will also be used to request any program modifications to DAAS-PG. Contractor shall describe, in detail, necessary program changes and the reasons for the requested modification. Quarterly reports must contain a narrative that highlights the contractor's progress while identifying strengths and areas for improvement.

#### E. FISCAL AND OTHER REPORTING REQUIREMENTS

1. DAAS-PG may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as DAAS-PG determines that the financial management standards are met.
2. Report service and client data will be verified by DAAS-PG during the program monitoring visit. Additionally, audit files shall include but are not limited to a copy of the Monthly Service Report.
3. Report monthly expenditures to DAAS-PG as required by III B Supportive Services guidelines. Maintain support files including but not limited to invoices, payroll, and other supporting documents, all of which will be attached to a copy of the expenditures report and kept on file by month for review during the annual audit.
4. Maintain records, by month, that support claimed in kind expenditures. All reports, documents and invoices should be sent to:

DAAS-PG Administration  
 Attention: Aging Fiscal  
 784 E. Hospitality Lane  
 San Bernardino, CA 92415-0640

Or sent through encrypted emailed to [AgingInvoices@hss.sbcounty.gov](mailto:AgingInvoices@hss.sbcounty.gov)

#### F. ADDITIONAL RESPONSIBILITIES

Contractor shall:

1. Submit monthly invoice to DAAS-PG no later than the tenth (10<sup>th</sup>) business day of the following month. (e.g. January invoice will be due by the tenth (10<sup>th</sup>) business day in February).
2. Provide DAAS-PG with three (3) contact persons for communication. Contractor must respond no later than two (2) business days of receiving communication from DAAS-PG.
3. Attend provider quarterly meetings with DAAS-PG.
4. Participate in County collaboration events to promote and/or provide Older Adult Supportive Services offered in County service area.
5. Provide DAAS-PG requested information during required onsite monitoring at least once every two (2) years.
6. Provide immediate notice of any incident to DAAS-PG that would impact the Program that could restrict operations of or access to, 1111 B - Legal Services. These changes include but are not limited to, natural disasters, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
7. Contractor shall adhere to allowable activities and cost/cost principles per Ill B - Legal Services program guidelines, County, CDA and/or Federal regulations. In addition, Contractor shall make available all reasonable information necessary to substantiate that expenditures under the Contract are allowable.
8. Ensure staff providing services with access to personal identifiable information must go through a thorough background check, with evaluation of the results to assure there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each person's background check documentation for a period of three (3) years following contract termination.
9. Conduct outreach in the communities served to community groups and organizations. All outreach activities will be documented and kept on file to be reviewed during program monitoring to be scheduled and conducted by DAAS-PG staff.

#### G. FUNDING

1. The maximum amount of reimbursement under the Contract shall not exceed \$430,000.
2. Contractor to provide the number of clients to be served and annual service hours based on maximum funding potential as shown below:

<b>Fiscal Year 25/26</b>		
<b>Office Location</b>	<b>Number of Clients to be Served Annually</b>	<b>Number of Hours of Legal Service Annually</b>
3500 Porsche Way #200 Ontario, CA 91764	1,000	5,800

<b>Fiscal Year 26/27</b>		
<b>Office Location</b>	<b>Number of Clients to be Served Annually</b>	<b>Number of Hours of Legal Service Annually</b>
3500 Porsche Way #200 Ontario, CA 91764	960	5,450

3. Revised contract budget must be submitted to, and approved by, the DAAS-PG Director or designee, subject to availability of funds.
4. In the event additional funds become available, Contractor will use the funds to increase the services provided to elderly clients by either increasing the number of older adults served or by increasing the units of service provided or both. Exceptions to this requirement, for instance the use of additional funds to purchase equipment must be fully documented in writing and submitted to the department for prior approval. Failure to abide by this work plan will constitute just cause for sanctions being imposed.
5. Matching Contributions  
The Contractor must provide matching contributions as defined herein equal to at least 11.11% of the total of Title 111 Federal Area Plan (AP) revenue provided by the California Department of Aging (CDA) and 25% of funding provided under American Rescue Plan Act (ARPA) funds issued by DAAS-PG annually for this program

**ASSURANCE OF COMPLIANCE STATEMENT**

**ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Inland Counties Legal Services

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and **HEREBY GIVES ASSURANCE THAT**, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE AGENCY HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Inland Counties Legal Services  
\_\_\_\_\_  
ORGANIZATION

**ANTI- LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, Inland Counties Legal Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

Tessie Solorzano. Executive Director

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Name and Title of Contractor's Authorized Official

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Date



**ATTACHMENT N**  
**Levine Act -**  
**Campaign Contribution Disclosure**  
**(formerly referred to as Senate Bill 1439)**

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy.
- Contracts with labor unions regarding employee salaries and benefits.
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two (2) or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less.
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

**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 (fifty percent (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 (50%) 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: Inland Counties Legal Services
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: \_\_\_\_\_
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):  
 \_\_\_\_\_
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(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
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 \$500, made to any member of the San Bernardino County Board

of Supervisors within the prior twelve (12) months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes  If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to an member of the San Bernardino County Board of Supervisors involved with this Contract while award of this Contract is being considered?

No  If no, please skip question 11.

11. Yes  If **yes**, please provide the contribution information in Question 11.

12. 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 acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, 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. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 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.