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

Contract Number
25-456A-1

SAP Number

Department of Aging and Adult Services – Public Guardian

Department Contract Representative	Jammie Maalouf, Contracts Analyst
Telephone Number	(909) 386-8395
Contractor	Reach Out Morongo Basin
Contractor Representative	Robin Schlosser
Telephone Number	(760) 361-1410
Contract Term	July 1, 2025 through June 30, 2027
Original Contract Amount	NTE $ 80,000
Amendment Amount	NTE $ 95,000
Total Contract Amount	NTE $175,000
Cost Center	53003357, 5291001036
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS*:*

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 25-456, as follows:

SECTION A. DEFINITIONS

Amend Section A. to add Definitions 33. and 34.

33. 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.
34. 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 M 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, Paragraph 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. Renegotiation shall consider:
    a. Actual expenditures and service units
    b. Current cost policy standards and changes in program requirements
    c. Are not the result of underbidding

SECTION F. FISCAL PROVISIONS

Amend Section F, Paragraph1, to read as follows:

1. Total compensation under this Contract shall not exceed the Not to Exceed (NTE) amount of $175,000, 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:
Remove and replace **Attachment C. ASSURANCE OF COMPLIANCE** (Revised April 2026)
Add **Attachment M. ANTI-LOBBYING CERTIFICATION**
Add **Attachment N . LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)**

All other terms and conditions of Contract No. 25-456 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

Reach Out Morongo Basin
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Robin Schlosser
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: _____

Address PO Box 2225
Twentynine Palms, CA 92277

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 _____

ASSURANCE OF COMPLIANCE STATEMENT

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

Reach Out Morongo Basin

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 section12940; 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

Reach Out Morongo Basin

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, Reach Out Morongo Basin, 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.

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date

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 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 or opposing 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; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision 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-subsidiary 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: Reach Out Morongo Basin

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: Not Applicable

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

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Not Applicable	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Not Applicable		

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):
Not Applicable		

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
Not Applicable	

9. Was a campaign contribution, of more than $500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer 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 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 or other County elected officers to whom anyone listed made campaign contributions.

By signing below, I certify that the statements made herein are true and correct. I understand that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision by the County.

Robin Schlosser	06/10/2026
Signature	Date
Robin Schlosser	Reach Out Morongo Basin
Print Name	Print Entity Name, if applicable