



**Contract Number**

**25-170 A-1**

**SAP Number**

**4400027913**

## Department of Behavioral Health

<b>Department Contract Representative</b>	Nancy McPheeters
<b>Telephone Number</b>	(909) 383-3969
<b>Contractor</b>	South Coast Children's Society, Inc., dba South Coast Community Services
<b>Contractor Representative</b>	Ellen McGuirk
<b>Telephone Number</b>	(949) 244-5757
<b>Contract Term</b>	April 1, 2025 through June 30, 2026
<b>Original Contract Amount</b>	\$15,751,925
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$15,751,925
<b>Cost Center</b>	9203242200 (SAP) 9207091000 (SATS)
<b>Grant Number (If applicable)</b>	21MHISOAC027

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 1

IN THAT CERTAIN Contract No. 25-170 by and between San Bernardino County, a political subdivision of the State of California, (hereinafter referred to as County) and South Coast Children's Society, Inc., dba South Coast Community Services (hereinafter referred to as Contractor) for Comprehensive Treatment Services; Student Assistance Program (SAP) and School-Aged (SATS), which contract first became effective April 1, 2025, the following changes are hereby made and agreed to:

- I. ARTICLE I DEFINITION OF TERMINOLOGY, paragraph H, is hereby amended to read as follows:
  - H. The "State and/or applicable State agency" as referenced in this Contract may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) (formerly known as Mental Health Services Oversight and Accountability

Commission (MHSOAC)), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHDP).

II. ARTICLE V FUNDING AND BUDGETARY RESTRICTIONS, paragraph H, is hereby amended to read as follows:

H. The allowable funding sources for this Contract may include: Mental Health Services Act funds (MHSA), Federal Financial Participation Medi-Cal (FFP), 2011 Realignment, Behavioral Health Student Services Act, and Federal funds used as match funds to draw down federal funds.

III. ARTICLE V FUNDING AND BUDGETARY RESTRICTIONS, paragraph J, is hereby added to read as follows:

J. Federal Contracting Provisions

This Agreement is federally funded and subject to the additional terms on Attachment V Federal Contracting Provisions.

IV. ARTICLE XVII PERSONNEL, paragraph M, is hereby added to read as follows:

M. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment IV – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other 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 Contractor's proposal to the County, or (2) twelve (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 \$500 to any member of the Board of Supervisors or other County elected officer 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 \$500 to any member of the Board of Supervisors or other County elected officer 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.

#### **ATTACHMENTS:**

SCHEDULE A: PLANNING ESTIMATES SAP FY 2025 – 2026 February 2026 -June 2026 and SCHEDULE B PROGRAM BUDGET SAP FY 2025 – 2026 February 2026 -June 2026 are hereby removed and SCHEDULE A Planning Estimates and SCHEDULE B Program Budget are hereby added.

ATTACHMENT IV LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439) is hereby added as attached.

ATTACHMENT V FEDERAL CONTRACTING PROVISIONS is hereby added as attached.

I. All other terms, conditions and covenants in the basic agreement 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**, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

South Coast Children's Society, Inc., dba  
South Coast Community Services

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

►

Dawn Rowe, Chair, Board of Supervisors

By

*(Authorized signature - sign in blue ink)*

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

Name Ellen McGuirk

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

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

Title Chief Executive Officer

*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

By \_\_\_\_\_

Deputy

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

Address 1461 E. Cooley, Ste 100

Colton, CA 92324

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Dawn Martin, Deputy County Counsel

►

Michael Shin, Administrative Manager

►

Georgina Yoshioka, Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH

Actual Cost Contract (cost reimbursement)

Student Assistance Program (SAP)

Contractor Name: South Coast Children's  
Society, Inc.

Provider #




Contract/RFP#

Prepared by: Gil Garcia  
Title: CFOFY 2025 - 2026  
February 2026 - June 2026Address: 25910 Acero, Suite 160  
City, State, Zip Code: Mission Viejo, CA 92691  
Date Form Completed: 1/13/2026  
Date Form Revised:

		Early Intervention Services		Prevention Services		
LINE		15-Outpatient		45 - Outreach		
#		Case Mgmt and ICC (01-09)	Mental Health Services (10-50)	Mental Health Promotion (10-19)	Community Client Services (20-29)	TOTAL
1	100%	Distribution %	10.00%	65.00%	5.00%	20.00%
EXPENSES						
2		SALARIES	82,467	536,037	41,234	164,935
3		BENEFITS	16,493	107,207	8,247	32,987
		(2+3 must equal total staffing costs)	98,961	643,245	49,480	197,922
4		OPERATING EXPENSES	81,039	526,755	40,520	162,078
5		TOTAL EXPENSES (2+3+4)	180,000	1,170,000	90,000	360,000
AGENCY REVENUES						
6		PATIENT FEES				0
7		PATIENT INSURANCE				0
8		MEDI-CARE				0
9		GRANTS/OTHER				0
10		TOTAL AGENCY REVENUES (6+7+8+9)	0	0	0	0
11		CONTRACT AMOUNT (5-10)	180,000	1,170,000	90,000	360,000
FUNDING						
	Mix %	Share %				
12	0.00%	MEDI-CAL (FFP)	0	0		0
13		MHSA MATCH	0	0		0
14	0.00%	MHSA	0	0	0	0
15		BHSSA GRANT	180,000	1,170,000	90,000	360,000
		FUNDING TOTAL	180,000	1,170,000	90,000	360,000
16		NET COUNTY FUNDS (Local Cost) <b>MUST = ZERO</b>	0	0	0	0
17		STATE FUNDING (Including Realignment)	180,000	1,170,000	90,000	360,000
18		AGENCY FUNDING (non-DBH)				0
19		FEDERAL FUNDING	0	0	0	0
		TOTAL FUNDING	180,000	1,170,000	90,000	360,000
20		UNITS OF TIME (MINUTES)	44,741	174,489		219,230
21		TARGET COST PER UNIT OF SERVICE	\$ 4.02	\$ 6.71		
22		COST PER UNDUPLICATED PARTICIPANT			\$ 400.00	\$ 360.00

Client Days

APPROVED:

	15/01/2026		15/01/2026		15/01/2026
PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER SIGNATURE	DATE
Gil Garcia		Thelma Rodriguez		Jeanine Wymer	
PROVIDER AUTHORIZED SIGNER (PRINT NAME)		DBH FISCAL SERVICES (PRINT NAME)		DBH PROGRAM MANAGER (PRINT NAME)	

### Schedule B

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH**

### STAFFING DETAIL

FY 2025 - 2026

February 2026 - June 2026

(12 months)

Contractor Name: South Coast Children's Society, Inc

Provider # 0

Contract/RFP# 0

Address: 25010 Aero, Suite 160

City, State, Zip Code: Mission Viejo, CA 92691

Date Form Completed: 1/13/2026

Date Form Revised:

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME: South Coast Children's Society, Inc.

[illegible]

\*Clinical Therapist are contracted employees that are part time but 65% their time is towards the MH services

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,

Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

<sup>(1)</sup> Input "D" to indicate a direct staffing position and input "I" for an indirect staffing position

Note, administrative and clerical staff are normally treated as indirect cost. For any administrative or clerical staff that are identified as direct, please ensure the required documentation is maintained to fill CFR 200.413 (c)(1) – (4)

<sup>(2)</sup> Contracted positions need to be Clinical positions only. Any Non-clinical contracted position need to be included on the Operating Expense schedule only.

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B

FY 2025 - 2026

Prepared by: Gil Garcia  
Title: CFO

Contractor Name: South Coast Children's Society, Inc.  
Provider # \_\_\_\_\_  
Contract/RFP# \_\_\_\_\_  
Address: 25910 Acero, Suite 160  
City, State, Zip Code: Mission Viejo, CA 92691  
Date Form Completed: 1/13/2026

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

February 2026 - June 2026

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Advertising & Recruitment	\$70,441	0%	\$0	100%	\$70,441
2 Computer & Equipment Expenses	\$18,212	0%	\$0	100%	\$18,212
3 Dues & Subscriptions	\$0	0%	\$0	100%	\$0
4 EHR Fees & Expenses	\$23,000	0%	\$0	100%	\$23,000
5 Furniture Expense	\$3,583	0%	\$0	100%	\$3,583
6 Insurance-General	\$12,833	0%	\$0	100%	\$12,833
7 Office Expenses	\$24,583	0%	\$0	100%	\$24,583
8 Office Space/Occupancy	\$49,333	0%	\$0	100%	\$49,333
9 Program Expense	\$197,047	0%	\$0	100%	\$197,047
10 Telephone & Internet	\$17,417	0%	\$0	100%	\$17,417
11 Training & Training Travel	\$96,661	0%	\$0	100%	\$96,661
12 Transportation Expense	\$62,500	0%	\$0	100%	\$62,500
13 Admin & Indirect Expense	\$234,782	0%	\$0	100%	\$234,782
14		100%	\$0		\$0
15		100%	\$0		\$0
16		100%	\$0		\$0
17		100%	\$0		\$0
18		100%	\$0		\$0
19		100%	\$0		\$0
<b>SUBTOTAL B:</b>	<b>\$810,392</b>		<b>\$0</b>		<b>\$810,392</b>
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					<b>\$3,185,450</b>

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
BUDGET NARRATIVE  
FY 2025 - 2026**

Prepared by: Gil Garcia  
Title: CFO

Contractor Name: South Coast Children's Society, Inc.

Provider # \_\_\_\_\_

Contract/RFP# \_\_\_\_\_

Address: 25910 Acero, Suite 160

City, State, Zip Code: Mission Viejo, CA 92691

Date Form Completed: 1/13/2026

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures ( rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

**February 2026 - June 2026**

ITEM	Justification of Cost
1 Advertising & Recruitment	This line item is used for employee recruitment advertising and placement fees, if applicable, as well as health and sanction screenings prior to employment.
2 Computer & Equipment Expenses	Budgeted to provide efficient, secure, consistent, cost effective and reliable communication infrastructure for the program. Expenditures will include vendors, equipment, supplies, and employee costs related to the maintenance of communication. These costs include Computer Equipment of Desktop Computers with loaded software @ approx. \$1,200 ea.; Laptop Computers for mobile providers with Docking stations @ approx. \$1,800 ea.; workgroup printers @ approx. \$1,500 ea.; workgroup scanners @ approx. \$1,500 ea. We also included the costs of the servers and networking equipment, email.
3 Dues & Subscriptions	N/A
4 EHR Fees & Expenses	Electronic Medical Records (EMR) SaaS fees, including monthly maintenance fees to have continued use of the software and ongoing necessary support. The amount charged to us on a monthly basis is upon a set fee per user. Additional one-time costs paid to EMR provider and other contractors for new system enhancements and upgrades are charged as incurred across all programs based on the number of system users.
5 Furniture Expense	Budgeted to cover the cost of desks, chairs, and related office furnishings as needed for the program.
6 Insurance-General	This line item includes contract-required coverage including Comprehensive General Liability with broad form property damage and contractual liability; Automobile Liability including coverage for owned, non-owned, and hired vehicles; Employer's Liability; Professional Liability; Sexual Misconduct Liability; Cyber Liability; Network Security & Privacy Liability. Doctor's Professional Liability coverage is allocated to those programs that employ subcontracted
7 Office Expenses	Budgeted for general office supplies such as toner cartridges, paper, pencils, pens, filing supplies, and small equipment with an expected life of less than one year.
8 Office Space/Occupancy	Facility rents, including related common-area and operating costs passed through by the lessor, are allocated to the program based on the number of employee Full Time Equivalents (FTEs) occupying the space. We calculate the percentage of the program FTEs to total FTEs housed in the same facility, and this resulting percentage is multiplied against the total lease costs. This is the most logical allocation as the greatest determining factor of how
9 Program Expense	Budgeted for direct program supplies including charts, client supplies and materials, and therapeutic toys and games. Program Expenses include materials that are training kits, handbooks, and other supplies. Client flexible spending are also included in this line item.
10 Telephone & Internet	Telephone expenses include cell phones for all direct service staff, supervisors and directors. This cost category also includes all charges on program telephone land lines and VoIP services as well as internet services which enables necessary network and email access.
11 Training & Training Travel	This line item is for training costs via training videos (Relias) and in-person trainings to assist staff with proper handling of clients as well as keeping current on general practices related to the program and contract-required trainings.
12 Transportation Expense	Budgeted to cover the reimbursement of staff mileage for services provided on behalf the program. Currently budgeted at \$0.725 per mile, it will not exceed standard mileage rates as established by the IRS for the period of the contract. SCCS will only reimburse for business-related miles which include travel from the "business home" or office location of the staff for required business travel. We do not reimburse staff commuting mileage.
13 Admin & Indirect Expense	Allowable Indirect general and administrative costs are costs that benefit all programs and cannot be identified to a specific program. These costs are pooled and allocated to programs, grants, cost centers, etc. based on the ratio of direct costs for each program or activity to total direct costs. Indirect
14	

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2025 - 2026

Service Projections (Mode 15)

Prior fiscal year Rates (Completed by DBH)				
Old County Contract (CCR) Rates	\$2.20	\$2.99	\$5.56	\$4.20
Productivity Expectation: 60%	CM Rate per Min.	MHS Rate/Min	MSS Rate/Min	Crisis Rate/Min
Agency Per Min Rates:	\$3.00	\$5.00	\$5.56	\$4.20
NOTE: If no established agency per minute rates, please input the CCR rates in the highlighted cells				
Target Cost Per Unit of Service	\$6.71	\$5.56	\$0.00	\$0.00

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

Contractor Name:	South Coast Children's Society, Inc.
Provider #	
Contract/RFP#	
Address:	25910 Acero, Suite 160
City, State, Zip Code:	Mission Viejo, CA 92691
Date Form Completed:	1/13/2026
Date Form Revised:	

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type							Clients Served		
			Case Management (01-06 & 08-09)	Intensive Care Coordination (07)	Mental Health Services (10-50)	Intensive Home Based Services (57)	TBS (58)	Medication Support (60)	Crisis Intervention (70)	Starting Census		Monthly Census
										Admissions (Episodes Opened)	Discharges (Episodes Closed)	
Jul-25		23.90	\$0	\$0	\$0	\$0	\$0	\$0	\$0			200
Aug-25		23.90	\$0	\$0	\$0	\$0	\$0	\$0	\$0			200
Sep-25		23.90	\$0	\$0	\$0	\$0	\$0	\$0	\$0			200
Oct-25		23.90	\$0	\$0	\$0	\$0	\$0	\$0	\$0			200
Nov-25		23.90	\$0	\$0	\$0	\$0	\$0	\$0	\$0			200
Dec-25		23.90	\$0	\$0	\$0	\$0	\$0	\$0	\$0			200
Jan-26		23.90	\$0	\$0	\$0	\$0	\$0	\$0	\$0			200
Feb-26	43,846	23.90	\$234,000	\$0	\$0	\$0	\$18,000	\$72,000	\$0	35	35	200
Mar-26	43,846	23.90	\$234,000	\$0	\$0	\$0	\$18,000	\$72,000	\$0	35	35	200
Apr-26	43,846	23.90	\$234,000	\$0	\$0	\$0	\$18,000	\$72,000	\$0	35	35	200
May-26	43,846	23.90	\$234,000	\$0	\$0	\$0	\$18,000	\$72,000	\$0	35	35	200
Jun-26	43,846	23.90	\$234,000	\$0	\$0	\$0	\$18,000	\$72,000	\$0	35	35	200
TOTAL	219,230		\$1,170,000	\$0	\$0	\$0	\$90,000	\$360,000	\$0	175	175	
Total Revenue								\$1,620,000	Unduplicated Clients Served			375
Estimated Cost Per Client:										\$4,320		



SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2025 - 2026

February 2026 - June 2026

Contractor Name: South Coast Children's Society, Inc.  
Region 0  
Contract # 0  
Address: 25910 Acero, Suite 160  
City, State, Zip Code: Mission Viejo, CA 92691  
Date Form Completed: 1/13/2026  
Updated

Year to Date Unduplicated Participant Count (Mode 45)		
Mental Health Promotion	Comm. Client Services	Program
225	1,000	1,225

PEI County Program: STUDENT ASSISTANCE PROGRAM  
State Defined Program: PREVENTION & EARLY INTERVENTION (Mode 45 Services)

Unduplicated Participant Count	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotion								45	45	45	45	45	225
Community Client Services								200	200	200	200	200	1000
TOTAL	0	0	0	0	0	0	0	245	245	245	245	245	1225

NOTE: Unduplicated Participant Count means that each child is 150

Service Projections for:	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotion								52	52	52	52	52	260
Community Client Services								278	278	278	278	278	1390
TOTAL	0	0	0	0	0	0	0	330	330	330	330	330	1650

NOTE: Services Projections are counts of services, not counts of children. So a child receiving multiple services would be counted more than once.

Cost per unduplicated participant for:	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotion								\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
Community Client Services								\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00

Cost Projections for:	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotion								\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 90,000
Community Client Services								\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 360,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 450,000

	15-Outpatient	15-Outpatient	
	Case Management	Mental Health Services	TOTAL
Total Minutes of Services	44,741	174,489	219,230
Total Monthly Minutes of Services (Average)	3728.40	14540.76	18269.16
Dosage (minutes) per client per month	18.64	72.70	91.35
Dosage (hours) per client per month	0.31	1.21	1.52
Total Hours Per Unduplicated Client for Duration of the Program:			7.61

Avg Monthly Census	Expected Length of Program (months)
200	5



## 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-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 pages. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: South Coast Children's Society, Inc. dba South Coast Community 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 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.

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 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 \$500 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.

**ATTACHMENT V****FEDERAL CONTRACTING PROVISIONS**

Contractor shall to comply with the following additional terms:

**A. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)**

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**B. Procurement of Recovered Materials (45 CFR § 75.331)**

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.

3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**C. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)**

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

"Covered telecommunications equipment or services" means those equipment and services defined at 2 C.F.R. §200.16(b).

**D. Domestic Preference for Procurements (2 C.F.R. § 200.322)**

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**E. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))**

Contractor certifies 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.

*[certification continued on next page]*

**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, South Coast Children's Society, Inc., dba South Coast Community Service, 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

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Ellen McGuirk, Chief Executive Officer

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Date