

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



Contract Number

22-579 A-2

SAP Number

4400019579

Department of Behavioral Health

Department Contract Representative	Nathaniel Rodriguez
Telephone Number	(909) 388-0861
Contractor	Pacific Clinics
Contractor Representative	Maria Murillo
Telephone Number	(909) 266-2713
Contract Term	July 1, 2022 through June 30, 2026
Original Contract Amount	\$405,000
Amendment Amount	\$135,000
Total Contract Amount	\$540,000
Cost Center	9203342200
Grant Number (If applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

IN THAT CERTAIN **Contract No. 22-579** by and between San Bernardino County, a political subdivision of the State of California, (hereinafter referred to as County) and Pacific Clinics (hereinafter referred to as Contractor) for Promotores de Salud/Community Health Worker program services, which first became effective July 1, 2022, the following changes are hereby made and agreed to:

- I. ARTICLE V FUNDING AND BUDGETARY RESTRICTIONS, paragraph H and I are hereby amended to read as follows:
 - H. The maximum financial obligation under this contract shall not exceed \$540,000 for the contract term.
 - I. This amendment hereby adds Schedules A and B for FY 2025-26 as set forth in Exhibit I. All previously approved schedules remain in effect.
- II. ARTICLE XIV DURATION AND TERMINATION, paragraph A is hereby amended to read as follows:

The term of this agreement shall be from July 1, 2022 through June 30, 2026 inclusive. The County may, but is not obligated to, extend awarded contract(s) for up to one (1) additional one-year period contingent on the availability of funds and Contractor performance.

III. ARTICLE XVII PERSONNEL, paragraph L is hereby replaced in its entirety and revised as follows:

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

Contractor has disclosed to the County using Attachment III – Levine Act Campaign Contribution Disclosure Senate Bill (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) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 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 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.

IV. ATTACHMENT IV CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) is hereby replaced with LEVINE ACT-CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as SB 1439) as attached.

V. EXHIBIT I is hereby added to include Schedules A and B for FY 2025-26.

VI. All other terms and conditions 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


Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 18 2025

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

By 

Dawn Martin, Deputy County Counsel

Pacific Clinics

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

Signed by:
By 
6AE97DDC74364D4
(Authorized signature - sign in blue ink)

Name Kim Wells
(Print or type name of person signing contract)

Title Chief Legal Officer
(Print or Type)

Dated: 6/2/2025

Address 572 N Arrowhead Ave., Suite 100
San Bernardino, CA 92401

FOR COUNTY USE ONLY

Approved as to Legal Form

Dawn Martin, Deputy County Counsel
Date 5/30/2025

Reviewed for Contract Compliance
Signed by:

Michael Shin, Administrative Manager
Date 5/30/2025

Reviewed and Approved by Department

Georgina Yoshioka, Director
Date 5/30/2025

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

Actual Cost Contract (cost reimbursement)

PREVENTION AND EARLY INTERVENTION

(PEI)

Promotores de Salud/Community Health Workers

Contractor Name: Uplift Family Services d.b.a. Pacific Clinics

Region: East Valley

Contract #/REF #: 22-579

Address: 800 S. Santa Anita Avenue
Arcadia, CA 91008

Prepared by: Patricia Tarin
Title: Staff Financial Analyst

FY 2025-26
July 1, 2025 to June 30, 2026

Date Form Completed: 4/16/25
Updated:

PEI County Program: Promotores de Salud / Community Health Workers State Defined Program: Outreach for Increasing Recognition of Early Signs of Mental Illness							TOTAL
#	COMONENTS	Distribution					
		0.00% Mode 15	85.00%	15.00% Mode 45			
		Early Intervention Services (01-37)	Mental Health Promotion (10)	Community Client Services (20)			
1	EXPENSES						
2	SALARIES	\$ -	\$ 58,291	\$ 10,287			\$ 68,578
3	BENEFITS	\$ -	\$ 18,487	\$ 3,282			\$ 21,740
4	(2+3 must equal total staffing costs)	\$ -	\$ 76,778	\$ 13,549			\$ 90,327
5	OPERATING EXPENSES	\$ -	\$ 37,872	\$ 6,701			\$ 44,673
6	TOTAL EXPENSES (2+3+5)	\$ -	\$ 114,750	\$ 20,250			\$ 135,000
7	AGENCY REVENUES						
8	PATIENT FEES						\$ -
9	PATIENT INSURANCE						\$ -
10	GRANTS/OTHER						\$ -
11	TOTAL AGENCY REVENUES (8+9+10)	\$ -	\$ -	\$ -			\$ -
12	CONTRACT AMOUNT (6-11)	\$ -	\$ 114,750	\$ 20,250			\$ 135,000
13	FUNDING						
14	MHSA	\$ -	\$ 114,750	\$ 20,250			\$ 135,000
15	TOTAL FUNDING	\$ -	\$ 114,750	\$ 20,250			\$ 135,000
16	UNDUPLICATED PARTICIPANTS		1,468	283			
17	TOTAL UNDUPLICATED PARTICIPANTS	0	1,468	283			1,750
18	COST PER UNDUPLICATED PARTICIPANT	\$ -	\$ 78.70	\$ 77.00			\$ 76.75
19	SERVICES						
20	TOTAL SERVICES	0	1,468	283			1,750
21	COST PER TOTAL SERVICES	\$ -	\$ 78.70	\$ 77.00			\$ 76.75

APPROVED:

Madeleine Apiafi

May 1, 2025

Thelma Rodriguez

May 2, 2025

Jeanine Wymer

May 5, 2025

PROVIDER AUTHORIZED SIGNATURE

DATE

DBH FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

Madeleine Apiafi

Thelma Rodriguez

Jeanine Wymer

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

FY 2025-26

Prepared by: Patricia Tatin
Title: Staff Financial Analyst

Contractor Name: Uplift Family Services d.b.a. Pacific Clinics
Region: East Valley
Contract #RFP #: 22-579
Address: 600 S. Santa Anita Avenue
Arcadia, CA 91006
Date Form Completed: 8/16/25
Updated: _____

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.

July 1, 2025 to June 30, 2026

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO CONTRACT	TOTAL COST TO CONTRACT
1 Office & Program Supplies	\$7,822	0%	\$0	100%	\$7,822
2 Rent	\$0	0%	\$0	100%	\$0
3 Telephone/Systems/Communications	\$10,600	0%	\$0	100%	\$10,600
4 Utilities	\$0	0%	\$0	100%	\$0
5 Travel & Mileage	\$720	0%	\$0	100%	\$720
6 Insurance and Taxes	\$0	0%	\$0	100%	\$0
7 Repairs & Maint. / Janitorial Services	\$0	0%	\$0	100%	\$0
8 Furniture and Computer Equipment	\$0	0%	\$0	100%	\$0
9 Conference and Training	\$600	0%	\$0	100%	\$600
10 Program Support & Related Shared Costs	\$2,444	0%	\$0	100%	\$2,444
11 Occupancy and Facility Related Costs (Shared cost)	\$4,879	0%	\$0	100%	\$4,879
12 Other Operating Expenses	\$0	0%	\$0	100%	\$0
13 Administrative Indirect Costs	\$17,808	0%	\$0	100%	\$17,808
SUBTOTAL B:	\$44,673		\$0		\$44,673
GROSS TOTAL STAFFING AND OPERATING COSTS					\$135,090

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2025-26

PREVENTION AND EARLY INTERVENTION

Upitt Family Services s.b.a. Pacific
Contractor Name: Centica
Region: East Valley
Contract #/PPP #: 22-279
Address: 850 E. Santa Anita Avenue
Arcadia, CA 91006
Date Form Completed: 4/28/25

Prepared by: Patricia Yarin
Title: Staff Financial Analyst

Updated

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

July 1, 2025 to June 30, 2026

JTEM	Justification of Cost
1 Office & Program Supplies	This includes, but is not limited to copy paper, toner for computers, fax, e-ink, pencils, folders, desk supplies, calculators, small office items, printing and copying costs, break room supplies (e.g., drinking water, paper cups, coffee) and etc.
2 Rent	This includes, but is not limited to office or building rent, depreciation for building owned, as well as the costs of storage space rent. Costs are calculated based on estimated share of space and local rent costs of comparable spaces.
3 Telephones/Systems/Cellphone/Cellular	This includes land line, Lifeline, DSL, and fax charges, as well as monthly cell phone service and wireless cards for laptop computers that enable the Agency to maintain a fully functional mobile workforce with the ability to deliver services anywhere. Costs are estimated based on historical trends.
4 Utilities	This includes, but is not limited to gas, electricity, water, garbage and sewage. Costs are estimated based on share of space at site and historical.
5 Travel & Mileage	This includes but is not limited to mileage reimbursements for traveling for program purposes. Costs also include gasoline & maintenance for program vehicles. Mileage reimbursement is based on the current IRS reimbursement rate, which is paid at the prevailing federal rate (currently 58.5 cents per mile) to staff supporting program or program related activities. Costs have been estimated based on historical trends.
6 Insurance and Taxes	This includes general business liability and property coverage as well as professional liability insurance. Costs are calculated based on program FTE to agency FTE.
7 Repairs & Maint./ Janitorial Services	This includes, but is not limited to exterior area maintenance of building, maintenance/building repair, HVAC maintenance and repair, landscaping, janitorial services, confidential paper shredding services, security system repairs, and in-house or outside equipment repair and labor. Costs are estimated based on historical trends and comparable agency facilities.
8 Furniture and Computer Equipment	This includes one time purchase of laptops and/or desktop on year one, and also includes, but is not limited to the lease or purchase of equipment such as networking equipment, system & software user licenses, and maintenance. Costs are estimated based on historical trends.
9 Conference and Training	Includes professional development and training specific to the delivery of program services, training for new staff and continuing education related conferences, as well as other mandatory trainings such as OPR, first aid, and company required training courses such as annual training regarding blood born pathogens, cultural responsiveness training, HIPAA compliance, health and safety, emergency preparedness, defensive driving.
10 Program Support & Related Shared Costs	This includes administrative program support costs incurred by program support personnel such as mileage, training, supplies, etc. These are costs that are shared for the region and are pooled and allocated to all applicable programs relative to the direct labor costs in each program. The total percentage allocated to this program from the total program support cost is approximately 3.2%.
11 Occupancy and Facility Related Costs (Shared cost)	This includes costs such as building rent, depreciation, storage fees, leased copiers, fax machines, utilities, network connections, phone services, various fees and permits, facility repairs and maintenance, and other facility related costs. These are costs that are shared for the region and are allocated to all applicable programs relative to the direct labor costs in each program. The total percentage allocated to this program from the total occupancy and facility related cost is approximately 1.9%.
12 Other Operating Expenses	Include other costs such as systems leases, small equipment rental, dues and subscriptions, recruitment and payroll processing. Costs are estimated based on historical trends.
13 Administrative Indirect Costs	Allocation of overhead based upon direct costs calculated up to a maximum of 15%, based on Entity Actual costs. The method used by Pacific Central is an entity wide allocation of administrative costs (in categories: Accounting, HR, Facilities, IT, Executive Mgmt, Contract Mgmt) across all programs based on actual program salaries to agency salaries. Administrative costs are shared costs and therefore cannot be detailed into Benefits & Services or Services and Supplies categories in the accounting system.



**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:

Pacific Clinics

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)
Pacific Clinics	Kathy McCarthy, CEO	
Pacific Clinics	Laura Pancake, Chief Clinical Officer	
Pacific Clinics	Maria Murillo, Executive Director	

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 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.