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Contract Number

21-474 – A1

SAP Number

4400017305

Department of Behavioral Health

Department Contract Representative	Tamela Hutchinson
Telephone Number	909-388-0861
Contractor	Victor Community Support Services
Contractor Representative	Ed Hackett
Telephone Number	760-617-3789
Contract Term	07/01/2021 thru 03/31/26
Original Contract Amount	\$6,175,000
Amendment Amount	\$2,925,000
Total Contract Amount	\$9,100,000
Cost Center	9206302200

AMENDMENT NO. 1

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Victor Community Support Services, Inc (VCSS) referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 21-474** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Therapeutic Behavioral Services (TBS) which Contract first became effective July 1, 2021, the following changes are hereby made and agreed to, effective December 1, 2023:

- I. ARTICLE V FUNDING AND BUDGETARY RESTRICTIONS, paragraphs I and J are hereby amended and paragraph K is hereby added, to read as follows:
 - I. The Contract amendment amount of \$2,925,000 shall increase the total contract amount from \$6,175,000 to \$9,100,000 for the contract term.
 - Fiscal Year 2023-2024 – increase of \$650,000.00
 - Fiscal Year 2024-2025 - increase of \$1,300,000.00

- Fiscal Year 2025-2026 - increase of \$975,000.00

- J. The revised Schedules A and B for FYs 2023-24, 2024-25 and 2025-26 will be submitted to, and approved by, the Director or designee at a later date.
- K. Contractor will assume responsibility of Therapeutic Behavioral Services being relinquished by MHS. To accomplish a rapid start-up of services the following is agreed to:
1. Contractor cannot exceed their current contract maximum amounts prior to approval and execution of the contract amendment by the County.
 2. In order for Contractor to rapidly get these programs operational and fully functional as of January 1, 2024 there is an agreement that Contractor may include up to \$25,000 in addition to the standard invoicing done for the current program operations in the December 2023 through February 2024 invoices, which will be submitted in January through March 2024.
 3. Invoices for March 2024 forward will only include actual costs.
 4. The three invoices that include these start-up costs will be reconciled against actual start-up costs in the March invoice, to be submitted in April 2024.
 5. Total invoices for the implementation and operation of these additional programs through June 30, 2024, shall not exceed the maximum contract amount specified for FY23-24.

II. ARTICLE XVII PERSONNEL, paragraphs L and M are hereby added to read as follows:

L. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

M. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment III - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 \$250 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.

- III. This amendment hereby adds ATTACHMENT III Campaign Contribution Disclosure Form (SB 1439).
- IV. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 26 2024

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



By *Lynnette Monell*
Lynnette Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy

Victor Community Support Services

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

By *Ed Hackett*
8638AF862AA94D1...
(Authorized signature - sign in blue ink)

Name Ed Hackett
(Print or type name of person signing contract)

Title CFO
(Print or Type)

Dated: 3/6/2024

Address 1908 South Business Center Dr.
Ste 220
San Bernardino, CA 92408

FOR COUNTY USE ONLY

At *Dawn Martin*
8FD744A7697047B...
Dawn Martin, Deputy County Counsel
Date 3/6/2024

Re *Natalie Kessee*
4AA4DEA056D0425...
Natalie Kessee, Contracts Manager
Date 3/6/2024

Re *Georgina Yoshioka*
7DF6077EFA674B2...
Georgina Yoshioka
Date 3/11/2024



Campaign Contribution Disclosure (SB 1439)

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 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 page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____

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

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

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):

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

ATTACHMENT III

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer 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 \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.