



Contract Number

25-167 A-1

SAP Number

4400027898

Department of Behavioral Health

Department Contract Representative	Nancy McPheeters
Telephone Number	(909) 383-3969
Contractor	Desert/Mountain Children's Center
Contractor Representative	Pamela Bender
Telephone Number	(760) 955-3555
Contract Term	April 1, 2025 through June 30, 2026
Original Contract Amount	\$18,124,095
Amendment Amount	N/A
Total Contract Amount	\$18,124,095
Cost Center	9203242200 (SAP) 9207091000 (SATS)
Grant Number (If applicable)	21MHISOAC027

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

IN THAT CERTAIN Contract No. 25-167 by and between San Bernardino County, a political subdivision of the State of California, (hereinafter referred to as County) and Desert/Children's Center (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 for are hereby removed and added as attached.

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 Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

ADMINISTRATIVE AGENT REVIEW AND ACCEPTANCE

Date: _____

By: _____
Richard De Nava

SAN BERNARDINO COUNTY SUPERINTENDENT OF
SCHOOLS, Administrative Agent for the California
Association of Health and Education Linked
Professions Joint Powers Authority (CAHELP JPA)

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
of San Bernardino County

By _____
Deputy

Desert/Mountain Children's Center

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

By _____
(Authorized signature - sign in blue ink)

Name Pamela Bender
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: _____

Address 17800 Highway 18

Apple Valley, CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Dawn Martin, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Michael Shin, Administrative Manager

Date _____

Reviewed/Approved by Department

►

Georgina Yoshioka, Director

Date _____

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Student Assistance Program (SAP)

Actual Cost Contract (cost reimbursement)

Prepared by: Thomas Flores
 Title: Manager, Fiscal Services

FY 2025 - 2026

Feb 2026 - Jun 2026

Contractor Name: California Association of
 Health and Education Linked
 Professions, JPA (CAHELP)
 Provider # 36CGE
 Contract/RFP# 25-167
 Address: 17800 Highway 18
 City, State, Zip Code: Apple Valley, CA 92307
 Date Form Completed: 1/13/2026
 Date Form Revised:

LINE		MODE OF SERVICE	Early Intervention Services		Prevention Services		TOTAL
			15-Outpatient		45 - Outreach		
#		SERVICE FUNCTION	Case Mgmt and ICC (01-09)	Mental Health Services (10-50)	Mental Health Promotion (10-19)	Community Client Services (20-29)	
1	100%	Distribution %	0.00%	0.00%	2.00%	98.00%	
		EXPENSES					
2		SALARIES	0	0	6,656	326,157	332,814
3		BENEFITS	0	0	3,143	154,026	157,170
		(2+3 must equal total staffing costs)	0	0	9,800	480,184	489,983
4		OPERATING EXPENSES	0	0	2,200	107,816	110,016
5		TOTAL EXPENSES (2+3+4)	0	0	12,000	588,000	600,000
		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	0
11		CONTRACT AMOUNT (5-10)	0	0	12,000	588,000	600,000
	Mix %	FUNDING	Share %				
12	0.00%	MEDI-CAL (FFP)	0.00%	0			0
13		MHSA MATCH	0	0			0
14	0.00%	MHSA	0.00%	0	0	0	0
15		BHSSA GRANT	100.00%	0	12,000	588,000	600,000
		FUNDING TOTAL	0	0	12,000	588,000	600,000
16		NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0
17		STATE FUNDING (Including Realignment)	0	0	12,000	588,000	600,000
18		AGENCY FUNDING (non-DBH)					0
19		FEDERAL FUNDING	0	0	0	0	0
		TOTAL FUNDING	0	0	12,000	588,000	600,000
20		UNITS OF TIME (MINUTES)	0	0			0
21		TARGET COST PER UNIT OF SERVICE	\$ -	\$ -			
22		COST PER UNDUPLICATED PARTICIPANT			\$ 74.07	\$ 22,615.37	

Client Days

APPROVED:

<u>Pamela Bender</u>	01/16/2026	<u>Thelma Rodriguez</u>	01/16/2026	<u>Jeanine Wymer</u>	01/16/2026
PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER SIGNATURE	DATE
Pamela Bender		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

Feb 2026 - Jun 2026

(12 months)

Contractor Name: California Association of Health

Provider # 38CGE

Contract/RFP# 25-167

Address: 17800 Highway 18

City, State, Zip Code: Apple Valley, CA 92307

Date Form Completed: 1/13/2026

Date Form Revised:

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

CONTRACTOR NAME: California Association of Health and Education Linked Professions, JPA (CAHELP) (Desert Mountain Children'

Name	Degree/ License	Position Title	If Staff Position is <u>not</u> Clinical FTE Providing SMHS, change to "N"	D/I/C ⁽¹⁾	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Cost Allocated Contract Services	Total Salaries and Benefits Charged to Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
EG061		ACCOUNTING TECHNICIAN	N	D	89,983	49,539	139,522	15%	20,928	5,624	3,096
EG149	MFTI/LMFT/LCSW/MSBS /BA	BHC I	Y	D	112,445	56,737	169,182	20%	33,836	9,370	4,728
EG237	MFTI/LMFT/LCSW/MSBS	BHC I	Y	D	112,445	56,959	169,404	15%	25,411	7,028	3,560
EG146	MFTI/LMFT/LCSW/MSBS	BHC I	Y	D	112,445	56,943	169,388	40%	67,755	18,741	9,490
EG210	MFTI/LMFT/LCSW/MSBS /BA	BHC I	Y	D	116,213	43,111	159,324	25%	39,831	12,105	4,491
EG211	MFTI/LMFT/LCSW/MSBS	BHC I	Y	D	116,213	57,897	174,110	25%	43,528	12,105	6,031
EG232	MFTI/LMFT/LCSW/MSBS	BHC I	Y	D	109,226	40,932	150,158	30%	45,047	13,653	5,117
EG094	MFTI/LMFT/LCSW/MSBS	BHC II	Y	D	150,697	53,291	203,988	25%	50,997	15,698	5,551
EG202	LMFT OR LCSW	BHC SUPERVISOR	Y	D	187,924	79,423	267,347	15%	40,102	11,745	4,964
EG009	LMFT OR LCSW	BHC SUPERVISOR	Y	D	187,924	79,146	267,070	15%	40,061	11,745	4,947
EG020	LMFT OR LCSW	BHC SUPERVISOR	Y	D	187,924	80,968	268,892	15.00%	40,334	11,745	5,060
EG004	LMFT OR LCSW	DIRECTOR	N	D	216,310	89,648	305,958	20.00%	61,192	18,026	7,471
EG572	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	96,143	51,738	147,881	100.00%	147,881	40,060	21,558
EG539	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	93,392	50,861	144,253	15.00%	21,638	5,837	3,179
EG518	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	98,967	52,360	151,327	20.00%	30,265	8,247	4,363
EG179	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	91,565	50,265	141,830	15.00%	21,275	5,723	3,142
EG560	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	93,392	50,861	144,253	20%	28,851	7,783	4,238
EG531	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	93,392	50,846	144,238	15%	21,636	5,837	3,178
EG557	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	96,143	51,552	147,695	10%	14,770	4,006	2,148
EG571	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	91,565	49,862	141,427	100%	141,427	38,152	20,776
EG525	MFTI/LMFT/LCSW/MSBS	INTERVENTION SPECIALIST	Y	D	96,143	49,974	146,117	15%	21,918	6,009	3,123
EG058		OFFICE SPECIALIST II	N	D	75,621	45,206	120,827	40%	48,331	12,603	7,534
EG822		OUTREACH SPECIALIST	Y	D	71,353	28,857	100,210	100%	100,210	29,730	12,024
EG008	LMFT OR LCSW	PROGRAM MANAGER	Y	D	203,907	71,053	274,960	25%	68,740	21,240	7,401
										332,814	157,170

*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

TOTAL	
COST:	1,175,961

⁽¹⁾ 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)

⁽²⁾ 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: Thomas Flores
Title: Manager, Fiscal Services

Contractor Name: California Association of Health and Education Linked Professions, JPA
Provider # 36CGE
Contract/RFP# 25-167
Address: 17800 Highway 18
City, State, Zip Code: Apple Valley, CA 92307
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.

Feb 2026 - Jun 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 Materials	\$963	0%	\$0	100%	\$963
2 Mileage & Phone Stipends	\$5,000	0%	\$0	100%	\$5,000
3 Staff Development	\$13,000	0%	\$0	100%	\$13,000
4 Indirect Cost	\$91,053	0%	\$0	100%	\$91,053
5		100%	\$0		\$0
6		100%	\$0		\$0
7		100%	\$0		\$0
8		100%	\$0		\$0
9		100%	\$0		\$0
10		100%	\$0		\$0
11		100%	\$0		\$0
12		100%	\$0		\$0
13		100%	\$0		\$0
14		100%	\$0		\$0
15		100%	\$0		\$0
16		100%	\$0		\$0
17		100%	\$0		\$0
18		100%	\$0		\$0
19		100%	\$0		\$0
SUBTOTAL B:	\$110,016		\$0		\$110,016
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$1,285,978

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

Prepared by: Thomas Flores
Title: Manager, Fiscal Services

Contractor Name: California Association of Health and
Provider # 36CGE
Contract/RFP# 25-167
Address: 17800 Highway 18
City, State, Zip Code: Apple Valley, CA 92307
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.

Feb 2026 - Jun 2026

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, books and the like, incentives and staff development, food for community events, and incentive programs.
2 Mileage & Phone Stipends	Costs include mileage paid to staff traveling for service and business related purposes. Mileage paid at standard IRS mileage rate and cell phone stipends are paid according to policy.
3 Staff Development	These costs include initial and ongoing training to services providers, administrators, and support staff.
4 Indirect Cost	An indirect cost rate is set by the California Department of Education. The anticipated state approved indirect cost rate for fiscal year 2025/26 is 7.62% and will be applied to actual program expenses. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the
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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:	\$5.55	\$5.18	\$5.18	\$5.18
NOTE: If no established agency per minute rates, please input the CCR rates in the highlighted cells				
Target Cost Per Unit of Service	\$0.00	\$5.56	\$0.00	\$0.00

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

Contractor Name:	California Association of Health and Education United Professionals, JPA (CAHEUP) (Desert Mountain Children's Center)
Provider #	36CGE
Contract/RFP#	25-167
Address:	17800 Highway 18
City, State, Zip Code:	Apple Valley, CA 92307
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		6.60										0
Aug-25		6.60										0
Sep-25		6.60										0
Oct-25		6.60										0
Nov-25		6.60										0
Dec-25		6.60										0
Jan-26		6.60										0
Feb-26	0	6.60										0
Mar-26	0	6.60										0
Apr-26	0	6.60										0
May-26	0	6.60										0
Jun-26	0	6.60										0
TOTAL	0		\$0	\$0	\$0	\$0	\$12,000	\$588,000	\$0	0	0	
Total Revenue								\$600,000	Unduplicated Clients Served			0
Estimated Cost Per Client:										\$0		

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B**

FY 2025 - 2026

Feb 2026 - Jun 2026

Contractor Name: California Association of Health and Education Linked Professio
Region 36CGE
Contract # 25-167
Address: 17800 Highway 18
City, State, Zip Code: Apple Valley, CA 92307
Date Form Completed: 1/13/2026
Updated

Year to Date Unduplicated Participant Count (Mode 45)		
Mental Health Promotion	Comm. Client Services	Program
162	26	188

**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								19	31	65	27	20	162
Community Client Services								6	7	10	3		26
TOTAL	0	0	0	0	0	0	0	25	38	75	30	20	188
NOTE: Unduplicated Participant Count means that each child is counted only once.													

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								1	2		1		4
Community Client Services								34	25	27	21	5	112
TOTAL	0	0	0	0	0	0	0	35	27	27	22	5	116
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126.32	\$ 77.42	\$ 36.92	\$ 88.89	\$ 120.00	\$ 74.07
Community Client Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,599.99	\$ 16,799.99	\$ 11,759.99	\$ 39,199.97	\$ -	\$ 22,615.37

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								\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 12,000
Community Client Services								\$ 117,600	\$ 117,600	\$ 117,600	\$ 117,600	\$ 117,600	\$ 588,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 600,000

	15-Outpatient	15-Outpatient	
	Case Management	Mental Health Services	TOTAL
Total Minutes of Services	0	0	0
Total Monthly Minutes of Services (Average)	0.00	0.00	0.00
Dosage (minutes) per client per month	0.00	0.00	0.00
Dosage (hours) per client per month	0.00	0.00	0.00
Total Hours Per Unduplicated Client for Duration of the Program:			0.00

Avg Monthly Census	Expected Length of Program (months)
0	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: Desert/Mountain Children's Center
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: N/A
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):
N/A
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	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: N/A

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, Desert/Mountain Children's Center, 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

Pamela Bender, Chief Executive Officer

Date