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Contract Number

19-326 A-1

SAP Number

44000011369

Department of Behavioral Health

Department Contract Representative	Tammi Phillips
Telephone Number	(909) 388-0860
Contractor	Lighthouse Social Service Centers
Contractor Representative	Karen Young-Lowe
Telephone Number	(909) 815-7682
Contract Term	July 1, 2019 through September 30, 2022
Original Contract Amount	\$5,148,052
Amendment Amount	\$1,500,000
Total Contract Amount	\$6,648,052
Cost Center	1018421000

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and Lighthouse Social Service Centers referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 19-326** by and between the County of San Bernardino, a political subdivision of the State of California, and Contractor for Family Stabilization Rapid Re-Housing services, which Contract first became effective July 01, 2019, the following changes are hereby made and agreed to, effective February 11, 2020:

I. ARTICLE III. Performance, paragraph K is hereby amended to read as follows:

K. Internal Control

Contractor must establish and maintain effective internal control over the County Fund to provide reasonable assurance that the Contractor manages the County Fund in compliance with Federal, State and County statutes, regulations, and terms and conditions of the Contract.

Fiscal practices and procedures shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Additionally, fiscal practices and procedures must comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

II. ARTICLE IV. Funding, paragraphs A, B, E and H are hereby amended to read as follows:

- A. This Agreement is contingent upon sufficient funds being made available by Federal, State, and/or County governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year allocation may not roll over and may not be available in future years. Any unspent allocation by Fiscal Year may, upon DBH review and approval, be available within the contract term. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources or modes of services, or go over 15% of a budgeted line item without the prior written approval from DBH. Budget line items applicable to the 15% rule are: (1) Total Salaries & Benefits and (2) Individual Operating Expense items. The County has the sole discretion of transferring funds between funding sources or modes of services.
 - 1. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by categorical funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of categorical funding in the Schedule A shall result in non-payment to Contractor for these costs.
- E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than March 1 for the operative fiscal year.
- H. The Contract amendment amount of \$1,500,000 shall increase the total contract amount from \$5,148,052 to \$6,648,052 for the contract term.

III. ARTICLE V. Limitation on Use of Funds, is hereby added to read as follows:

- A. Contractor agrees that no part of any federal funds provided under this Contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
- B. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
- C. No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- D. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substance Act (21USC 812).

IV. ARTICLE V. Payment, is renumbered as ARTICLE VI; paragraphs K and L are hereby amended to read as follows:

K. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost and contractor must notify DBH in writing if the indirect cost rate changes.

L. As applicable, for Federal Funded Program, Contactor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost unless Contractor has obtained a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rate for non-profit organizations on behalf of all Federal agencies.

For non-Federal funded programs, the County will take into consideration the program requirements and contractor's documented Indirect Cost-Rate as applicable.

The total cost of the program must be composed of the total allowable direct cost and allocable indirect cost less applicable credits. Cost must be consistently charged as either indirect or direct costs but, may not be double charged or inconsistently charged as both, reference Title II Code of Federal Regulations (CFR) §200.414 indirect costs. All cost must be based on actual instead of estimated costs.

V. ARTICLE VI. Electronic Signatures, is hereby renumbered as ARTICLE VII.

VI. ARTICLE VII. Cost Report Settlement, is hereby renumbered as ARTICLE VIII; paragraph C.1.a has been renumbered as C.2, paragraphs C.2 and H are hereby amended to read as follows:

2. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and the fiscal year claimed costs must be justified, by contractor, during the cost report process. Approval will be at the discretion of the County.

H. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.

VII. ARTICLE VIII. Fiscal Award Monitoring, is hereby renumbered as ARTICLE IX.

VIII. ARTICLE IX. Financial Settlement: Audit, is hereby renumbered as ARTICLE X.

IX. ARTICLE X. Single Audit Requirement, is hereby renumbered as ARTICLE XI.

X. ARTICLE XI. Special Reports, is hereby renumbered as ARTICLE XII.

XI. ARTICLE XII. Contract Performance Notification, is hereby renumbered as ARTICLE XIII.

- XII. ARTICLE XIII. Probationary Status, is hereby renumbered as ARTICLE XIV.
- XIII. ARTICLE XIV. Duration and Termination, is hereby renumbered as ARTICLE XV.
- XIV. ARTICLE XV. Accountability: Revenue, is hereby renumbered as ARTICLE XVI.
- XV. ARTICLE XVI. Personnel, is hereby renumbered as ARTICLE XVII.
- XVI. ARTICLE XVII. Licensing and Certification, is hereby renumbered as ARTICLE XVIII.
- XVII. ARTICLE XVIII. Administrative Procedures, is hereby renumbered as ARTICLE XIX, paragraphs Q, R, S and T are hereby deleted.
- XVIII. ARTICLE XIX. Laws and Regulations, is hereby renumbered as ARTICLE XX.
- XIX. ARTICLE XX. Patients' Rights, is hereby renumbered as ARTICLE XXI.
- XX. ARTICLE XXI. Confidentiality, is hereby renumbered as ARTICLE XXII.
- XXI. ARTICLE XXII. Quality Assurance/Utilization Review, is hereby renumbered as ARTICLE XXIII.
- XXII. ARTICLE XXIII. Independent Contractor Status, is hereby renumbered as ARTICLE XXIV.
- XXIII. ARTICLE XXIV. Subcontractor Status, is hereby renumbered as ARTICLE XXV, paragraph A.6 is hereby added to read as follows:
6. A budget sheet outlining how the subcontracting agency will spend the allocation.
- XXIV. ARTICLE XXV. Attorney Cost and Fees, is hereby renumbered as ARTICLE XXVI.
- XXV. ARTICLE XXVI. Indemnification and Insurance, is hereby renumbered as ARTICLE XXVII.
- XXVI. ARTICLE XXVII. Nondiscrimination and Grievance and Complaint Procedures, is hereby renumbered as ARTICLE XXVIII.
- XXVII. ARTICLE XXVIII. Drug-Free Workplace, is hereby renumbered as ARTICLE XXIX.
- XXVIII. ARTICLE XXIX. Contract Amendments, is hereby renumbered as ARTICLE XXX.
- XXIX. ARTICLE XXX. Assignment, is hereby renumbered as ARTICLE XXXI.
- XXX. ARTICLE XXXI. Severability, is hereby renumbered as ARTICLE XXXII.
- XXXI. ARTICLE XXXII. Improper Consideration, is hereby renumbered as ARTICLE XXXIII.
- XXXII. ARTICLE XXXIII. Venue, is hereby renumbered as ARTICLE XXXIV.
- XXXIII. ARTICLE XXXIV. Conclusion, is hereby renumbered as ARTICLE XXXV.
- XXXIV. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

---END OF ADDENDUM---

COUNTY OF SAN BERNARDINO

Lighthouse Social Service Centers

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

►

Curt Hagman, Chairman, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

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

Name _____
(Print or type name of person signing contract)

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

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
Dawn Martin, Deputy County Counsel

►
Natalie Kessee, Contracts Manager

►
Veronica Kelley, Director

Date _____

Date _____

Date _____