



Andrea Ford
Agency Director

AGENDA February 18, 2025

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February 4, 2025

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612

SUBJECT: APPROVE A FIRST AMENDMENT TO THE AGREEMENT WITH
LIGHTHOUSE MENTORING CENTER FOR SHORT-TERM RESIDENTIAL
THERAPEUTIC PROGRAM SERVICES

Dear Board Members:

RECOMMENDATION:

Approve a first amendment to the Standard Services Agreement (Procurement Contract No. 24914) with Lighthouse Mentoring Center (Principal: Jay Lightner; Location: Pittsburg) for Short-Term Residential Therapeutic Program (STRTP) services, retroactively extending the current contract term of 1/1/23 - 12/31/24 by two years through 12/31/26, increasing the total not-to-exceed amount from \$2,772,144 to \$6,013,856 (\$3,241,712 increase).

DISCUSSION/SUMMARY:

STRTP services are residential programs for foster youth with serious mental health needs, licensed by the California Department of Social Services (CDSS) pursuant to California Health and Safety Code Section 1562.01. On 1/10/23 (Item No. 3), your Board approved an initial two-year agreement between Alameda County Social Services Agency (ACSSA) and Lighthouse Mentoring Center (LMC) as they opened a new STRTP facility in Pittsburg, CA that provided six beds for youth in need of these services. The number of court-dependent youth in the County of Alameda in need of such a program had resulted in youth remaining housed at the County's Assessment Center for longer than necessary due to the lack of available STRTP beds in the County. There is a continuing need for these STRTP beds, and the LMC STRTP program will guarantee six beds for County of Alameda dependent youth.

LMC is a 501 (c) (3) non-profit STRTP that has provided services to youth and families in Contra Costa County for 24 years. LMC serves a population of youth who are dependents of the court and have suffered neglect, trauma, and abuse. LMC currently operates several residential care youth homes serving male and female youth/non-minor dependents between the ages 8-19 and has

experience and expertise in serving LGBTQIA+ youth from diverse cultures. The focus of the residents at the Pittsburg facility is to work with at-risk males between the ages 8-19, educating and connecting the youth to technology and other resources designed to prepare youth for their futures.

When this agreement began on January 1, 2023, the STRTP rate was \$15,281 per month per child and that rate was used to calculate the two-year budget for this agreement. However, on 7/27/2023 CDSS issued ACL 23-65, which retroactively increased the STRTP rate to \$16,328 per month per child for Fiscal Year 2024. On 2/27/2024 CDSS issued ACL 24-46, which increased the STRTP rate to \$17,033 per month per child for Fiscal Year 2025. Of the \$3,241,712 requested for this contract extension, \$128,000 will cover the rate increases for FY24 and FY25.

SELECTION CRITERIA/PROCESS:

On 1/10/23 your Board adopted a resolution approving the waiver of competitive bidding, with respect to the initial agreement with LMC. On 12/13/24, ACSSA received Sole Source Approval No. 10496 from the General Services Agency Procurement Unit as LMC is the nearest and sole supplier of needed and available STRTP beds in the region. The California Department of Health Care Services Community Services Division provides oversight, certification, and approval of STRTP program billing rates.

LMC is a 501 (c) (3) non-profit CBO providing direct client services and is therefore exempt from the County's SLEB compliance requirements. In addition, while some Federal funds are being used for this agreement, recent changes to the Code of Federal Regulations (2 CFR 200) no longer require a Federal Funds SLEB Waiver.

FINANCING:

Funding for this Contract comes from Federal and State funds already included in ACSSA's Fiscal Year (FY) 24-25 Approved Budget and will be requested in future budget years. Approval of this item will have no impact on net County cost.

VISION 2036 GOAL:

Affordable housing and supportive services for foster youth meets the 10X goal pathway of **Eliminate Homelessness** in support of our shared vision of **Safe and Livable Communities**.

Sincerely,

DocuSigned by:

Andrea Ford

CFBDBF387EBC493...

Andrea Ford
Agency Director

Attachments:

1. First Amendment to the Standard Services Agreement with LMC for Board President signature
2. Sole Source Approval No. 10496

FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and LIGHTHOUSE MENTORING CENTER, ("Contractor"), with respect to that certain agreement entered by them on January 1, 2023 (referred to herein as the "Agreement"), pursuant to which Contractor provides Short-Term Residential Therapeutic Program services to County. County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this amendment will be effective as of the date this First Amendment is executed by the County ("Effective Date").
2. The term of the Agreement is currently scheduled to expire on December 31, 2024. As of the Effective Date, the term of the Agreement is extended through December 31, 2026.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed three million, two hundred forty-one thousand, seven hundred twelve dollars (\$3,241,712). As a result of these additional services the not to exceed amount has increased from two million, seven hundred seventy-two thousand, one hundred forty-four dollars (2,772,144) to six million, thirteen thousand, eight hundred fifty-six dollars (\$6,013,856) over the term of the Agreement and any amendments.
4. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$6,013,856.
5. Paragraph 21 of the Standard Services Agreement has been amended and replaced with a new Small Local and Emerging Business (SLEB) waiver number: SLEB waiver # 26276
6. A Revised Exhibit A, Scope of Work, is attached to this First Amendment.
7. A Revised Exhibit B, Payment Terms, is attached to this First Amendment.
8. Item II of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total amount of \$6,013,856. This cost includes all taxes and all other charges.
9. A Revised Exhibit B-1, Program Budget, is attached to this First Amendment.
10. Attached hereto is Exhibit C, the current insurance requirements.
11. Attached hereto is Exhibit D, a current Debarment and Suspension Certificate executed by

Contractor.

12. Attached hereto is Exhibit E, current Audit Requirements
13. Attached hereto is Exhibit F, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
14. Exhibit G, HIPAA Business Associate Agreement is intentionally omitted.
15. Attached hereto is Exhibit H, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION.
16. Attached hereto is Exhibit H-1, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS, CERTIFICATION REGARDING LOBBYING (APPENDIX A. 44 C.F.R. PART 18).
17. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

By: *David G. Haubert*

Signature

Name: DAVID G. HAUBERT

Title: President of the Board of Supervisors

Date: 3/4/25

Approved as to Form:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: *Samantha Stonework-Hand*

Samantha Stonework-Hand
Assistant County Counsel

Signed by:

6834795D68B440E

LIGHTHOUSE MENTORING
CENTER

DocuSigned by:

Jay Lightner

2BC5CFB07CC740F

Signature

Name: Jay Lightner

Title: Chief Executive Officer

Date: 12/13/2024

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT A
SCOPE OF WORK

Contracting Department	Children and Family Services
Contractor Name	LIGHTHOUSE MENTORING CENTER
Type of Services	Short-term Residential Therapeutic Program (STRTP)

I. Contractor shall provide the following Scope of Work.

Alameda County Social Services Agency, Department of Children and Family Services, (hereinafter referred to as ACSSA), shall contract with Lighthouse Mentoring Center, hereinafter referred to as Contractor, to reserve the facilities, staffing and services for the accommodation of six (6) STRTP beds.

II. Program Information and Requirements

A. Program Description

Contractor operates an STRTP facility with the capacity to provide comprehensive services for six (6) male youth from ages 8-19.

B. Target Population

Contractor shall provide emergency psychiatric residential care and treatment services for youth, who are dependents of the court (WIC §§ 300, 450 or 602) or under the supervision of the California Department of Social Services.

Contractor will provide services to the aforementioned population for up to thirty (30) days, or as long as clinically appropriate. Contractor will accept youth up to their 19th birthday that require intensive residential treatment, in order to stabilize high risk behaviors and address their therapeutic needs, regardless of race, ethnicity, sexual orientation, gender identity and/or affectional preference. Contractor will utilize a broad range of promising, trauma informed, evidenced based, and effective practice models in working with specialized populations including youth experiencing trauma and complex trauma; and counseling and therapy specific to lesbian, gay, bisexual, flexi-sexual, intersexual - gender expanding, queer, questioning, transgender, and sexually exploited youth. Contractor will accept a wide range of youth with mental health and medical conditions, provided the program is able to meet the severity of their needs, including youth with mild to moderate mental, physical, and developmental disabilities. The goal is to support youth whose needs cannot be safely met initially in a family or unstructured setting and prepare them for a lower level of care in a home-based setting or transitional living situation.

The following is a list of exclusionary criteria that will be considered during the referral process:

1. Youth with developmental delays that prevent them from benefiting from Cognitive Based treatment. Those youth being referred with less than a measured Intelligence or Ability Quotient below 70 may be subjected to further assessment prior to an admissions decision being made, and if accepted may need to be placed on a modified treatment program where the cognitive intervention is geared to their ability level;
2. Youth who present with active psychosis;
3. Youth who have been identified as pathological fire setters;
4. Youth who have medical conditions that compromise the program or staff's ability to manage the youth, and;
5. Youth with a history of sex offending.

In addition to the above, any youth referred with the following issues will be closely reviewed:

1. Youth with significant history of homicidal and/or suicidal ideation or attempts;
2. Youth whose parents are highly opposed to the placement of their child in a residential treatment facility.

C. Program Design

1. Contractor shall provide six (6) beds for guaranteed emergency admission for County of Alameda male youth.
2. Contractor shall retain a state of readiness to transport and receive referrals with no right of refusal of the placement and shall have the capacity to facilitate the provision of the following adjunct services:
 - a. Therapeutic Behavioral Services (TBS) referral for those children/youth who are full scope Medi-Cal patients and are a member of the Certified Class (one psychiatric hospitalization in the past 24 months, etc.);
 - b. Crisis Team consultation to assess for need of psychiatric hospitalization; and
 - c. Regional Center consultation to assess need for additional services.

D. Services Provided

1. Hygiene
2. Food
3. Rest/naps
4. Extra staffing supervision to address the child's medical, behavioral, and mental health needs
5. On-sight supervision. Staff will be provided with Crisis Communication and De-Escalation training (i.e. Pro-Act), as arranged by the provider.
6. Clothing
7. Toiletries

8. Disciplinary/De-escalation procedures
9. Developmentally appropriate child and youth activities
10. Transportation services based on the situational needs of the child/youth including transfer from the point of the original referral, while in Contractor's custody, and to final placement destination.

E. Placement Transportation Requirement

Contractor shall be responsible for providing supervised ground transportation for all projected placement referral occurrences within the geographical boundaries of the Counties of the San Francisco Bay Area and adjacent County jurisdictions, primarily inclusive of County of Alameda (92%), San Francisco (3%), Contra Costa (3%), and all other counties of San Mateo, Sacramento, San Joaquin, Santa Cruz, Sonoma, etc. (2%). The percentage occurrence rates are approximate and therefore only represent the general transportation needs of placements during the period of this agreement.

The requirements of this provision shall be closely monitored by the County in order to determine the impact of this requirement on the contractor's ability to effectively accomplish the overall objectives of this contract. This provision shall be reviewed on a monthly basis in concert with the Contractor for the purpose of identifying transportation related problems and the applicable solution which may involve a revision or amendment of the agreement in order to correct the identified problem.

F. Hours of Operation

Contractor shall provide 24-hour coverage, 365 days per year, and the capacity to conduct intake 24 hours per day.

G. Service Delivery Sites

Contractor shall provide services utilizing facilities reserved at one location:

18 Santa Cruz Court, Pittsburg, CA, 94565

H. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with County for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of ACSSA. Contractor shall submit revised job descriptions meeting the approval of ACSSA prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACSSA.

III. Contract Deliverables and Requirements

A. Reporting Requirements

1. Contractor shall provide a monthly service activity report along with the invoice for services rendered that contains the following information:
 - a. The number, age, and sex of referral placements.
 - b. The number of vacant beds compared to occupancy days per month.
 - c. Length of stay, dates, and time of placement termination.
 - d. Service problems encountered and recommendation for improvement.
 - e. Report to County foster care eligibility information regarding the placement of children utilizing the service allocation slots.
2. Contractor shall provide a Semi-Annual Reports (*due July 31, 2024 and July 31, 2025*) and an Annual Report (*due January 31, 2025 and January 31, 2026*) of contracted services based on the items highlighted under this heading, Reporting Requirements, to the ACSSA Contract staff and department Program Manager and Division Director responsible for placement services.

B. Contract Deliverables

ACSSA has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow ACSSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done?, and Is anyone better off?

RBA Performance Measures		Target Goal	How to Calculate	Service Provider Internal Data Collection Method for Performance Measure
How Much Did We Do?	Performance Measure 1. Number of youth served	N/A	Count of unduplicated youth served in contract year	TBD
How Well Was It Done?	Performance Measure 2. Percent of ACSSA staff who refer youth to beds who are satisfied with the service	85%	$\frac{\text{\# of satisfied ACSSA staff}}{\text{\# of referring staff}}$	TBD

Is Anyone Better Off?	Performance Measure 3. Percent of referred youth who are placed in a preferential placement bed within 24 hours of referral	95%	$\frac{\# \text{ youth placed within 24 hours of referral}}{\# \text{ youth referred}}$	TBD
Definitions	None			

Contractor will be responsible for developing a system to collect and analyze each performance measure on a monthly and/or quarterly and/or annual basis.

ACSSA may request individual client data on the services provided for evaluation and/or quality assurance purposes.

C. Monitoring and Program Evaluation Requirements

Contractor shall be subject to periodic formal assessment of services provided under this agreement inclusive of on-site visits to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. The program service assessment team shall consist of representatives from the County's Social Services Agency, Probation Department, and Behavioral Health Care Services.

D. Certification/Licensure

Contractor shall have and maintain a STRTP license with the California Department of Social Services' Community Care Licensing for Group Homes.

E. Contract Termination

Contractor may withdraw from the terms and conditions of this agreement only with three months written notice in order to permit adjustments in the transition of services.

IV. Contractor Responsibilities - Client Grievance Policy

ACSSA Contractors are required to have a Client Grievance Policy in place and to disclose the policy to all ACSSA clients during the Client Intake Process. As evidence that a Client Grievance Policy is in place and all ACSSA clients provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each ACSSA client on a copy of the policy acknowledging they were made aware of it, understand it, and received a copy of the signed document. Contractor must also place a copy of the signed document in each client's case file and make the files available for review by County staff upon request.

Procurement Contract No. 24914

See Attachment A for a sample ACSSA Grievance Policy. An MS Word file of the SSA Grievance Policy Template is available through your ACSSA Contract Liaison.

V. Language Access Requirement for Contractors

Please see Attachment B for more information regarding Limited English Proficient (LEP) client language access requirements for contractors with Alameda County.

VI. Confidentiality

Contractor agrees to abide by and implement as necessary the provisions as detailed in Attachment C. Consent forms shall be signed by all participants as part of the intake process; and witnessed by a program staff person. No records, written or verbal shall be released without signed release form.

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to

If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

**Alameda County Social Services Agency
Contracts Office
2000 San Pablo Avenue, 4th Floor
Oakland, CA 94612
Email: ContractsCustomer@acgov.org**

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me. I understand that by signing below, I hereby

Client's Name (printed)

Client's Signature

Date

(Revised 9/6/19)

ANEXO A**POLITICA PARA QUEJAS DE CLIENTES****QUÉ HACER SI USTED TIENE UNA QUEJA**

Si tiene una queja acerca del desempeño del personal de _____)

INSERTAR NOMBRE DEL CONTRATISTA

o siente que se le ha tratado injustamente, tendrá que seguir los siguientes pasos para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de _____) o su representante, o
INSERTAR NOMBRE DEL CONTRATISTA
enviarle la queja por escrito (la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

**Agencia de Servicios Sociales del Condado de Alameda
Contracts Office
2000 San Pablo Avenue, 4th Floor
Oakland, CA 94612
Correo electrónico: ContractsCustomer@acgov.org**

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a _____) a que divulgue a la Agencia de Servicios

INSERTAR NOMBRE DEL CONTRATISTA

Sociales del Condado de Alameda toda mi información en relación con mi queja.

Nombre del cliente (en letra de imprenta)

Firma del cliente

Fecha

ATTACHMENT B
(Revised: 08/31/18)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. ACSSA has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the ACSSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
- II. The ACSSA shall aid contracted CBOs in expanding language interpretation services through:
 - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
 - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality, language accessible services are always provided to LEP clients.
 - D. Providing CBOs/contractors with access to Telephonic Interpreters, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages — to supplement on-site language access services.

Attachment C**CONFIDENTIALITY–CONTRACT PROVISIONS**

Confidentiality: Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred herein as in Exhibit A to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contains any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A or as otherwise provided by law.

Pursuant to contract provisions to protect confidential client data file records against any and all unauthorized practices as stated heretofore, the Contractor will:

1. Assume responsibility for all personnel having access to the client list in regard to the confidential nature of client information. Safeguard measures are required to protect civil and criminal sanctions for non-compliance as contained in applicable statutes.
2. Restrict access to client information to those authorized employees and officials who require access in the performance of their delivery of services under this contract.
3. Work with the information under the control of authorized personnel in a manner to protect the confidentiality of client data file records and in such a manner to protect against unauthorized retrieval by computer, remote terminals, or any unauthorized means.
4. Use ACSSA confidential client information provided to contractor for the purposes covered under the terms of this agreement. Any and all disclosure of client data file records, transactions or transmissions will be made only with prior written consent and authorization from the SSA.
5. Return to ACSSA any and all client confidential information contained in hard copy or computer files/disc generated by this agreement as required for confidential destruction. All such files are the legal sole property of the ACSSA.
6. Ensure project compliance with written corrective action plans as may be mandated by the County.

EXHIBIT B**REVISED PAYMENT TERMS**

- I.** County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the services listed in Exhibit A listed within thirty (30) days upon receipt and approval of invoice.
- II.** Total payment under the terms of this Agreement will not exceed the total amount of \$6,013,856. This cost includes all taxes and all other charges.
- III.** New total payment amount includes retroactive increases to the Maximum monthly Rates approved by the California Dept of Social Services for Fiscal Years 2024 and 2025.
- IV. Budget Revision Procedures:**

- A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by ACSSA Program Department prior to submitting invoices for payment to the County.

Contractor must submit a formal written (via e-mail) request for budget adjustment to SSAInvoices@acgov.org for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. The request will be forwarded to the ACSSA Program Department for approval.

No supplemental billing will be accepted without Contractor's prior notification and approval by ACSSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by ACSSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

V. Invoicing Procedures**A. Invoice Submission Requirements**

Invoices will include details of charges billed and a description of work performed in each billing period. Invoices will be sent on a monthly basis (in arrears). The ACSSA Finance Department has established a centralized Payments Unit. ***Please submit all invoices to ACSSA Payables unit through CATS vendor portal:*** <https://alamedacounty.agiloft.com/logins/alamedacounty-login.htm>

This unit will be your point of contact for all payment and invoicing matters. If you

need additional assistance, please contact Beverly Warren, Financial Services Officer, at brwarren@acgov.org.

Invoices must contain the following elements:

1. Must be on company letterhead that includes name, address, and contact information.
2. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
3. Document must contain the title *Invoice*.
4. The date of the invoice.
5. A description of services.
6. The date range for services provided.
7. If needed, itemization of any sales tax and delivery/postage charges.
8. The Purchase Order (PO) number provided by the County.
9. The total amount owed.
10. Remittance instructions/address.
11. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
12. The CEO or Executive Director must be included in the *cc*.
13. All data as required by your contract, including participant's full name, addition date, termination date, total additions and terminations, applicable charges, type of notification sent, vendor number, payee name, and invoice contract information.

B. Invoicing Instructions:

In order for the County to meet year end closing deadlines, Contractors must submit their May invoice and any prior late invoices by June 10. The June invoice must be submitted by July 15.

VI. Upon notice to proceed from County, Contractor shall perform in accordance with established schedules and all terms of this Agreement.

EXHIBIT B-1

REVISED PROGRAM BUDGET

	Year 2025 & 2026	Year 2025 & 2026
Maximum Contract Amount:	\$2,772,144	\$3,241,712
Maximum monthly Rate:	\$115,506	\$129,738
Retroactive increases to Maximum monthly Rates approved by the California Dept of Social Services for Fiscal Years 2024 and 2025	N/A	\$128,000
Room and Board for Client – Includes food, clothing, shelter, and supervision. 4 youth/month	\$61,124/month	\$68,132/month
2 beds for – Includes providing high risk clients to have their own rooms in the home, which also enables them to learn independent living skills.	FLAT RATE \$30,562/month	FLAT RATE \$34,066/month
Additional cleaning and repairs for damages and destruction of property flat rate \$1,500/month	\$1,500/month	\$1,500/month
Specialized Support – One on one supervision, support and activities. 24 hours/day	\$22,320/month	\$26,040/month

EXHIBIT C**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises

G	<p><u>Endorsements and Conditions:</u></p> <p>1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, and Professional Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.</p> <p>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</p> <p>3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:</p> <p>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</p> <p>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</p> <p>7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p>
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EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted, indicate to whom it applies, initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: LIGHTHOUSE MENTORING CENTER

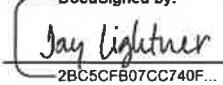
PRINCIPAL:	Jay Lightner	TITLE:	Chief Executive Officer
<small>DocuSigned by:</small>			
SIGNATURE:	 2BC5CFB07CC740F...	DATE:	12/13/2024

EXHIBIT E
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report,

management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
 For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Lighthouse Mentoring Center

PRINCIPAL: Jay Lightner DocuSigned by: TITLE: Chief Executive Officer

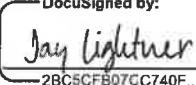
SIGNATURE:  DATE: 12/13/2024

EXHIBIT G

HIPAA BUSINESS ASSOCIATE AGREEMENT

INTENTIONALLY OMITTED

EXHIBIT H**ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

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conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in

Procurement Contract No. 24914

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails

or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. Rights to Inventions Made Under a Contract or Agreement. If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

E. Clean Air Act and the Federal Water Pollution Control Act. The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act (42 U.S.C. 7401–7671q).**
 - a. The 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.
 - b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
2. **Federal Water Pollution Control Act (33 U.S.C. 1251–1387).**
 - a. The 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.
 - b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:
 1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition,

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Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above 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 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials.**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product 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.
2. 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>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R. §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, 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). The

requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. “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.
2. “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.

S. Prohibition on Contracting for Covered Telecommunications Equipment and Services.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial

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or essential component of any system, or as critical technology of any system;

- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II. Construction and Repair Work. The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland "Anti-Kickback" Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



EXHIBIT H-1

Certification for Contracts, Grants, Loans, and Cooperative Agreements
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

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.

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.

Contractor, Lighthouse Mentoring 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.

Jay Lightner

2025 RELEASE UNDER E.O. 14176

Signature of Contractor's Authorized Official

12/13/2024

Date

Jay Lightner

Name

Chief Executive Officer

Title

