COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
HOUSING AND COMMUNITY DEVELOPMENT SERVICES

Notice Of Funding Availability Emergency Solutions Grant (ESG) Program

Open Date: September 1, 2026
Close Date: September 30, 2026

Elizabeth Hernandez, Ph.D.
Interim Deputy Chief Administrative Officer, Health and Human Services Agency

David Estrella, JD
Director, Housing and Community Development Services

3989 Ruffin Road • San Diego, CA • 92123-1815 • (858) 694-4885

SAN DIEGO COUNTY BOARD OF SUPERVISORS

Paloma Aguirre
District 1 / Chair Pro Tem

Terra Lawson-Remer
District 3 / Chair

Joel Anderson
District 2

Monica Montgomery Steppe
District 4 / Vice-Chair

Jim Desmond
District 5

Ebony Shelton
Chief Administrative Office

Table of Contents

Section One - Notice of Funding Availability

Introduction

The County of San Diego (County) Health and Human Services Agency, Housing and Community Development Services (HCDS), is pleased to announce the release of this Notice of Funding Availability (NOFA) for the federal Emergency Solutions Grants (ESG) program. The County is accepting proposals from eligible organizations providing assistance to persons experiencing homelessness or at-risk of homelessness within the Urban County. The Urban County includes communities located in the unincorporated area of San Diego County and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach.

The ESG program provides funding to meet the following objectives:

1. Engage homeless individuals and families living on the street;
2. Improve the number and quality of emergency shelters for homeless individuals and families;
3. Help operate emergency shelters;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families/individuals from becoming homeless.

Eligible ESG program components include the following categories:

1. Rapid re-housing for homeless individuals and families;
2. Emergency Shelters;
3. Street Outreach;
4. Homelessness prevention; and/or
5. Homeless Management Information System (HMIS).

Funding Available

HCDS is making available approximately $340,000 in Fiscal Year 2027-28 ESG funds from HUD under this NOFA. These funds are available to non-profit organizations and public entities sponsoring eligible projects within the Urban County. HCDS will award one or more contracts through this solicitation to serve the entire Urban County.

Proposals must demonstrate a plan to provide services to eligible households throughout the Urban County, not just in specific areas. Emphasis should be placed on addressing the needs of areas within the Urban County identified by the Point in Time Count (PITC) as having the greatest unmet need.

The ***County of San Diego will provide a one-time in-kind match,*** as required by the funding source, for any programs awarded and all years covered under this NOFA. The previous requirement for ESG funding recipients to provide their own match is waived for the period covered under this NOFA.

Timeline
Below is the timeline for the NOFA. The County reserves the right to modify any of the dates in the schedule as deemed necessary.

Date	Activity
September 1, 2026	NOFA Release
September 11, 2026	Technical Assistance Session
September 30, 2026	NOFA Application Due by 3:00 PM
November 2026	Award Notification
July 1, 2027	Contract(s) Begin

Conditions
Applications for funding will be evaluated upon the information provided in response to the NOFA "Submittal Requirements." HCDS reserves the right to negotiate, award contracts, limit the number of contracts awarded, and request additional information from applicants. Applicants are advised that in submitting their proposals they acknowledge and agree to the terms and conditions of this NOFA and to the accuracy of the information they submit in response. HCDS reserves the right to reject any and all submittals, waive irregularities in the submittal requirements, or cancel this NOFA at any time. All application packages become the property of HCDS. All submitted information will become public information and is subject to public inspection under the State of California Public Records Act.

In the event applications for funding exceed the amount of funding available, applications that meet all NOFA requirements and would otherwise be eligible for an award, may be placed on a waitlist for funding. HCDS may use the waitlist to award funds that become available for up to three years after the NOFA close date. HCDS reserves the right to request and evaluate additional information from waitlisted applicants prior to awarding funds to verify continued eligibility under the NOFA and applicable program requirements. HCDS is not required to issue funds to waitlisted applicants and reserves the right to issue a new NOFA in lieu of awarding funds to waitlisted applicants. Placement on the waitlist is NOT a commitment of funding from HCDS and is NOT an indication of a future award. Placement on the waitlist will NOT impact an applicant's score if the project applies under future NOFAs.

The Applicant understands and agrees that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

Applicants acknowledge that by submitting an application, under this NOFA, they are seeking benefit from a government entity. Applicants must acknowledge that all statements in their application are and will remain true; failure to comply with this commitment may violate the federal or State False Claims Acts.

NOTE: As a Public Agency, the County of San Diego must adhere to the California Public Records Act, therefore, pricing cannot be considered confidential/proprietary.

Threshold Review
Proposals are subject to preliminary review for threshold criteria. Threshold review will include a review of Minimum Requirements and application package completeness. Applicants providing incomplete or ineligible proposals will be notified. For incomplete or ineligible proposals, HCDS

reserves the right to either request clarification information or notify the applicant that the proposal has been rejected.

Proposal Review
After proposals are submitted, the NOFA Review Panel will evaluate them in accordance with the criteria outlined in Exhibit 3 of this NOFA and ensure they align with the priorities set forth in the County of San Diego Consortium Plan and San Diego's CoC Community Standards.

The 2025-2029 Consolidated Plan goals include:

1. Invest in housing options that both expand the affordable housing stock and increase efficiency and affordability within the existing housing supply.
2. Strengthen and support housing stability amongst the region's most vulnerable populations by supporting programs across the homeless to housed continuum.
3. Improve quality of life throughout communities by improving access to vital services, community infrastructure, and economic development opportunities.

Technical Assistance, Clarification and Addenda
HCDS will host a technical assistance session on the overview of the ESG NOFA and answer questions on September 11, 2026, from 10am – 11am via TEAMS. Those who are deaf or hard of hearing may contact the department at (800) 735-2929 or send a request to Community.Development@sdcounty.ca.gov for further assistance.

Meeting Link**:** Join the Technical Assistance Session
Meeting ID: 219 526 454 345 403
Passcode: th7Xn67j

Email questions or requests for clarifications regarding this NOFA to Community.Development@sdcounty.ca.gov no later than September 18, 2026.

Changes to the NOFA and/or the submittal requirements, if any, will be made and issued in the form of an addendum posted on the HCDS website, and sent to all organizations requesting ESG NOFA alerts through BuyNet and the County of San Diego email distribution list.

Application Packages
ESG NOFA application packages can be accessed on the HCDS website and BuyNet.

Submittals
Please submit the complete and signed application proposals in electronic format. All electronic copies must be emailed by **3:00 PM on Monday, September 30, 2026**.

To submit the application, use a secure electronic document management system (such as SharePoint, OneDrive, or Dropbox) and send it to: Community.Development@sdcounty.ca.gov. Documents should be organized and named in accordance with the NOFA Application Checklist. Applications submitted for consideration must be complete. If any information requested in the NOFA is not applicable, indicate the section with "N/A".

Applicants who do not submit the application on or before the application deadline will be deemed non-responsive. Late submissions will not be considered.

Section Two – Program and Funding Source

Emergency Solutions Grant (ESG) Program

The Emergency Solutions Grant (ESG) is a federal program designed to provide funding for the prevention of homelessness and to help those who are experiencing homelessness. The ESG program aims to promote a comprehensive approach to addressing homelessness through various support services governed by 24 CFR Part 576, which outlines the program's requirements and eligibility criteria for funding. Refer to HUD's ESG Program Components Quick Reference for more information. HUD requires every CoC to have adopted written standards that govern the provision of CoC and ESG funded programs, refer to the San Diego CoC Community Standards which sets minimum system and project level expectations for CoC and ESG programs.

Activities, Outputs and Outcomes

The County of San Diego seeks to enhance ESG program outcomes through efficient resource use and evaluation of community benefits beyond project lifetimes. Subrecipients will be required to report on three key data elements throughout their contract duration:

Activities: Refers to a specific task, action, or intervention to achieve a desired goal/outcomes aimed at addressing homelessness and supporting those in need. Eligible ESG program activities include as follows. ***Due to the limited amount of ESG funds available, applications for rehabilitation, renovation or conversion will not be accepted at this time.***

SUMMARY OF ESG ELIGIBLE PROJECT COMPONENTS	
Project Component	**Main Eligible Activities**
Emergency Shelter[1]	*These activities are designed to increase the quantity and quality of emergency shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. § 576.102.* Activity Type/Eligible Costs: Essential Services and Shelter Operations. Refer to 24 CFR 576.102. Essential Services: Case management, Outpatient Health and Mental Health Services, Substance Abuse Treatment, Child Care, Education Services, Employment Assistance/Job Training, Life Skills Training, Legal Services, Transportation, and other Services for Special Populations. Shelter Operations: Maintenance, Rend, Security, Fuel, Equipment, Insurance, Utilities, Food, Furnishings, Supplies, Hotel/Motel Vouchers.
Rapid Re-Housing Assistance	*These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.104* Activity Type/Eligible Cost: Rental Assistance, Housing Relocation, and Stabilization Services. Refer to 24 CFR 576.103, 576.105 and 576.106. Rental Assistance: Short: Up to 3 months, Medium: 4-24 months. Tenant-Based Rental Assistance and Project-Based Rental Assistance. Financial Assistance: Moving Costs, Rent Application Fees, Security Deposits, Last Month's Rent, Utility Deposit and Utility Payment. Assistance may also include a one-time payment of rental arrears for up to 6 months. Services: Housing Search, Housing Placement, Housing Stability, Mediation, Legal Services, Credit Repair, Budgeting, Money Management.
Street Outreach[2]	*These activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. § 576.101.* Activity Type/Eligible Cost: Essential Services. Refer to 24 CFR 576.101.

	Essential Services: Engagement, Case management, Emergency Health and Mental Health Services, and Transportation.
Homelessness Prevention	*These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation, through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.103.* Activity Type/Eligible Cost: Rental Assistance, Housing Relocation, and Stabilization Services. Refer to 24 CFR 576.103, 576.105 and 576.106. Rental Assistance: Short: Up to 3 months, Medium: 4-24 months. Tenant-Based Rental Assistance and Project-Based Rental Assistance. Financial Assistance: Moving Costs, Rent Application Fees, Security Deposits, Last Month's Rent, Utility Deposit and Utility Payment. Assistance may also include a one-time payment of rental arrears for up to 6 months. Services: Housing Search, Housing Placement, Housing Stability, Mediation, Legal Services, Credit Repair, Budgeting, Money Management
HMIS[3]	*These activities are designed to fund ESG recipients' and subrecipients' participation in the HMIS collection and analyses of data on individuals and families who are homeless and at-risk of homelessness. § 576.107.* Activity Type/Eligible Cost: HMIS. Refer to 24 CFR 576.107. HMIS: Grant funds may be used for certain costs for contributing to and managing the HMIS system and comparable database costs.

[1] Due to the limited amount of ESG funds available, rehabilitation, renovation or conversion will not be accepted at this time.
[2] ESG regulations limit street outreach and emergency shelter activities (combined) to no more than 60% of the fiscal year grant.
[3] HMIS participation is required as a project component within all proposals but may not be the sole project component.

Outputs: Outputs refer to the direct, measurable results produced through ESG-funded program activities. Subrecipients must report quantifiable outputs that reflect the volume of services delivered. Required output metrics include, but are not limited to:

- Number of individuals served
- Number of bed nights provided
- Number of low-income households served (≤ 30% AMI)
- Number of services delivered
- Number of referrals made

Example: A shelter provides 3,600 bed nights over the contract term.

Outcomes: Outcomes refer to the measurable impacts or changes achieved as a result of program activities and associated outputs. Outcomes demonstrate the program's effectiveness in addressing and reducing homelessness. Key performance outcomes may include, but are not limited to:

- Permanent housing placements
- Retention of housing
- Successful eviction prevention
- Increased service utilization
- Client satisfaction

Example: Eighty-five percent of households placed into permanent housing remain stably housed after six months.

HMIS Data Quality and Reporting: Subrecipients must use Homeless Management Information System (HMIS) or a comparable database for victim service providers. They will be required to report performance metrics as a part of their Monthly Progress Reports (MPRs) and the Consolidated Annual Performance and Evaluation Report (CAPER).

Eligible Applicants

Eligible applicants under this NOFA include nonprofit organizations and public agencies that are in good standing and demonstrate the capacity to manage federal funds and provide housing and supportive services in compliance with program requirements.

Service Jurisdiction: Applicants must be capable of delivering ESG-funded activities projects that serve populations within the Urban County (composed of the County unincorporated area and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach).

Section Three – County Program Requirements

Initial Funding

The following items must be completed prior to funding:

A. Environmental Review

All projects awarded ESG funds are subject to an environmental review conducted by the County of San Diego Department of Public Works before execution of a contract. Projects may be subject to CEQA or NEPA reviews, depending on their scope and activities. A project may not begin until final environmental review is complete and a Notice to Proceed is issued, regardless of whether the work would be accomplished with federal funds or other matching funds. Failure to comply will jeopardize the availability of HUD funds for the project.

B. Insurance Requirements

Proof of insurance meeting these requirements must be submitted to HCDS ten (10) days prior to contract execution. *Please refer to Exhibit 6 for full Insurance requirements.*

- General Liability Insurance:
  Funding recipients must obtain and provide evidence of general liability insurance in the amount of $2,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate limit shall be $4,000,000.

- Automobile Liability Insurance:
  Funding recipients must obtain and provide evidence of automobile liability insurance in the amount of $1 million per each accident for bodily injury and property damage.

- Endorsement of General Liability and Automobile Insurance:
  Each Subrecipient must name the County of San Diego as an additional insured on their general liability and automobile insurance policies.

- Workers' Compensation, as required by the State of California and Employer's Liability Insurance:
  Depending on the contract scope of work, County retains the right to modify insurance requirements to provide adequate protection against the risk undertaken by Subrecipient. Contract Bonds may need to be included in the funding recipient's insurance coverage.

On-Going Requirements

The following requirements must be met for continued funding:

A. Insurance Requirements

Subrecipients must maintain insurance coverage as outlined above through the duration of the contract. Additional insurance requirements may be assigned at time of contract depending on the scope of work.

B. Homeless Management of Information System (HMIS) Participation

Subrecipients will assure compliance with all HUD record-keeping provisions, including use of the HMIS for clients served by ESG-funded programs. The cost of complying with this requirement must be reflected in the project budget.

C. Recordkeeping

Subrecipients must establish and maintain documentation for all administrative functions and financial transactions related to the utilization of ESG funds. These items include but are not limited to program guidelines, beneficiary data, original invoices, contracts, receipts, and bank statements. Subrecipients must ensure that all ESG funds are used for eligible, approved, and allowable activities. Participants must meet HUD's definition of homelessness or at risk of homelessness. Subrecipients are responsible for ensuring documentation of eligibility and services provided.

The ESG recordkeeping and reporting requirements state that for each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination. (Refer to 24 CFR § 576.500(d)).

Administration and Monitoring

HCDS is the administrative and monitoring agency for projects awarded through this NOFA.

Note the following project funding conditions:

A. *Grant Awards*
   Under this NOFA, HCDS will award ESG funds in the form of contracts. It is anticipated that executed contract(s) will be effective July 1, 2027.

   Contracts will be awarded for one year, with two one-year options periods to extend the contract, based on performance and funding availability.

B. *Disbursement of Funds*
   HCDS distributes funds through a reimbursement process. Expenses incurred prior to the effective date of the executed contracts are not eligible for reimbursement. Billing for reimbursement must be submitted in accordance with contract specifications and in compliance with, 2 CFR Part 200.

C. *Funding Reallocations*
   ESG funds are subject to strict expenditure requirements. Subrecipients are expected to expend funds within the 12-month contract term. HCDS reserves the right to reallocate funds from one approved project to another, to a new activity, or to cancel fund reservations at its discretion if projects are not performing satisfactorily (as determined by HCDS) or if there are anticipated funds that will not be spent prior to fiscal year end.

D. *Monitoring*
   HCDS reserves the right to monitor the program/project for compliance with contract scope and ESG regulations throughout the contract term. Records must be retained for at least five years from the date of the contract closeout. This retention period is essential for ensuring compliance with federal regulations and for facilitating potential audit. Failure to maintain adequate documentation may result in repayment of funds.

E. *Nondiscrimination and Equal Opportunity (24 CFR § 574.603):*
   Subrecipients must comply with:
   a. Fair housing requirements under the Americans with Disabilities Act.
   b. Affirmative outreach procedures to ensure all eligible persons are aware of available assistance.
   c. Protections under the Violence Against Women Act (VAWA), ensuring survivors of domestic violence are not denied housing or evicted solely due to their victim status.

F. *Housing Quality Standards*
   All ESG assisted housing will be required to meet minimum habitability standards under 24 CFR 576 and 24 CFR 5.703, including functioning plumbing and electrical systems, adequate space, structural integrity, protection from environmental hazards, and carbon monoxide and smoke detectors in accordance with local codes. Furthermore, for units built before 1978,

compliance with the Lead Safe Housing Rule (24 CFR Part 35) and the EPA's Renovation, Repair, and Painting (RRP) Rule is mandatory to prevent lead exposure, particularly for households with children under six.

G. *Compliance with All Other Applicable Statutes and Local Policies*
Subrecipients must adhere to all applicable federal statutes, HUD regulations, program agreements, national policy directives, including key Executive Orders relevant to the ESG program.

H. *Contract Template*
Applicants should review the Sample Contract Template included in the attachments to this NOFA. This is provided for guidance only and may be revised. While certain provisions may or may not apply to specific awards, the contract terms are fixed and will only be modified where required by the awarded activity, regulatory or legal changes, or County policy updates. All final contract documents are subject to formal County approval and are nonnegotiable. *Please refer to Exhibit 7 for contract template.*

Section Four – Application Requirements

Minimum Requirements

To be considered eligible for review, the proposal must meet the following requirements:

- The applicant is a non-profit organization and/or public entity.
- The project provides services which are consistent with the County's Consolidated Plan and the San Diego CoC Community Standards.
- The project serves persons experiencing homelessness or at risk of homelessness.
- The project serves residents whose incomes are at or below 30% of the AMI, refer to HUD Income Limits for the County of San Diego – Effective April 2026.
- The project must serve residents of the Urban County.
- Applicants must have:
    - A valid DUNS number (or Unique Entity Identifier)
    - Active registration in SAM.gov.
- Complete application with required attachments.

NOFA Application Package and Checklist

Applicants must complete and submit the NOFA Application Package Checklist (Exhibit 1), the NOFA Application package (Exhibit 2), and all other required attachments.

Applications must provide clear and concise information, presented in the order outlined below, to facilitate a thorough evaluation. The narrative response to the submittal requirements must not exceed twenty-five (25) pages, excluding attachments. Attachments are meant to provide supplemental documentation and should not be used to extend the narrative beyond the page limit. When referencing attachments, clearly indicate the relevant section(s) of the narrative to which the attachment applies. The County is not obligated to review materials beyond the 25-page narrative limit or search for attachments for additional information.

Application Package Requirements

To complete the NOFA Application, refer to the completed NOFA Application Package Checklist (Exhibit 1). The application (Exhibit 2) must include the following items as attachments, as specified in the checklist:

*A. Board Resolution (*Attachment A of the application package)

An applicant must submit a resolution from its governing body authorizing the submittal of a proposal. This resolution must identify the parties authorized to execute documents on behalf of the organization. Please refer to Exhibit 5 – Sample Board Resolution for guidance.

*B. Articles of Incorporation and By-Laws (*Attachment B of the application package)

An applicant must include current Articles of Incorporation and By-Laws for the organization.

*C. Audited Financial Statements (*Attachment C of the application package)

Agencies receiving ESG funds are required to submit an independent audit or an A133 single audit.

- Agencies expending less than $1,000,000 of federal funds annually must submit an independent audit of their organization's financial statements.
- Agencies expending $1,000,000 or more of federal funds must meet all federal single audit requirements as outlined in 2 CFR Part 200. A single audit includes a financial audit and an audit of compliance with federal regulations

An applicant must submit the following information for the last two (2) fiscal years of their organization.

- Audited financial statements of the entire organization with the applicable notes.
- Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards.
- Independent Auditor's Statement of Findings and Questioned costs.

*D. Cost Allocation Plan (*Attachment D of the application package)
An applicant must submit a cost allocation plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects.

*E. Position Descriptions (*Attachment E of the application package)
An applicant must provide position descriptions for all proposed staffing positions funded by the project.

*F. Project Description (*Attachment F in the application package)
An applicant must provide a detailed description of the proposed project such as the following:
- Detailed description of work to be performed, components to be undertaken, or services to be provided.
- Describe specifically how the requested ESG funds will be used.
- Describe how this project will benefit persons experiencing homelessness or those at risk of homelessness.
- Describe the problem(s) or need(s) that the proposed project is intended to address.
- Describe how program activities will be tracked throughout the project and identify key performance indicators such as outputs that will be used to assess program outcomes as referenced in Section Two.

*G. Organizational/Staffing Chart (*Attachment G of the application package)
An applicant must include their organizational/staffing chart that describes the overall organization and illustrates the relationship of the proposed project with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility. The staffing chart identifies program staff positions (by name and title, if known) and reporting responsibilities. Applicant must include resumes for staff who are currently employed by the applicant.

*H. ESG Program Budget (*Attachment H of the application package)
Applicants must complete Exhibit 4 - Project/Program Budget. Award recipients will need to prepare a detailed budget as part of the contract development process. Provide a detailed breakdown of how ESG funds will be allocated across eligible services, ensuring each expense is clearly itemized and aligned with program requirements.

EXHIBIT 1

NOFA Application Package Checklist

Please complete the following checklist and submit it with your application and all required attachments in the order listed below.

Application Components to Submit

- ☐ Cover Page
- ☐ Table of Contents
- ☐ Proposal

Requirements for Submittal

- ☐ NOFA Application (Exhibit 2)
  - ☐ Attachment A – Board Resolution (Exhibit 5)
  - ☐ Attachment B – Articles of Incorporation and By-Laws
  - ☐ Attachment C – Audited Financial Statements
  - ☐ Attachment D – Cost Allocation Plan
  - ☐ Attachment E – Position Descriptions
  - ☐ Attachment F – Project/Program Description
  - ☐ Attachment G – Organizational/Staffing Chart
  - ☐ Attachment H – Project/Program Budget (Exhibit 4)

Project/Program Title: ____

Name of Organization: ____

EXHIBIT 2

NOFA Application

Please ensure that all sections of this application are completed fully and accurately.

APPLICANT INFORMATION
Agency Name:
Address:
City, State, Zip:
Phone Number:
Website Address:
Federal Tax Identification Number (TIN):
Unique Entity Identifier (UEI):
REPRESENTATIVE AUTHORIZED TO SIGN OFFER
Authorized Representative Name:
Authorized Representative Title:
Authorized Representative Phone Number:
Authorized Representative Email Address:
AUTHORIZED POINT OF CONTACT (POC)
(If different from Authorized Representative)
POC Name:
POC Title:
POC Phone Number:
POC Email Address:

PROGRAM/PROJECT TITLE: ____

ORGANIZATIONAL STATUS: Check one of the following: Project will be carried out by:

☐ Non-Profit Organization ☐ Public Entity ☐ Other: ____________________

Does the agency expend $1,000,000 or more a year in federal funds? ☐ Yes ☐ No

SUMMARY OF FUNDING REQUEST (List by funding activity):

List each activity for which your agency is requesting ESG funds and indicate the dollar amount requested for each activity for the full contract. A separate application must be submitted for any activity that serves a different project/program title not identified in Exhibit 1.

TYPE OF ESG ACTIVITY (Please check all that apply):	Total Amount Requested
☐ Rapid Re-Housing (RRH)	
☐ Homelessness Prevention (HP)	
☐ Street Outreach (SO)	
☐ Emergency Shelter (ES)	
☐ Homeless Management Information System (HMIS)	
TOTAL REQUEST	$

Service Delivery Location(s): ____

____

If proposing multiple ESG activities (e.g., RRH + SO + HP), clearly identify which services occur at which service site(s).

1. PROJECT INFORMATION:

For more information on the ESG program requirements, activities, outputs, and outcomes, please refer to Section Two - Program and Funding Source. Attach pages as necessary to address the following:

A. Program Description

Applicants must provide the following program-specific information in a concise form.

1. Program Model and Service Approach (*Max: 1500 Characters)*
   Describe the program proposed and provide details of the activities your organization will implement under this proposal. Your response should include a timeline of implementation, goals and objectives, specific interventions or tasks to achieve these goals, and an explanation of how the proposed activities align with overall objectives of the ESG program. Include any established eligibility criteria outside of ESG regulations that participants will be required to meet to access the proposed program and how long clients are expected to be provided the proposed service(s).

2. Please include how the organization plans to track activities, measure outputs, and evaluate outcomes for the proposed project. (*Max: 1200 Characters)*
   a) Outputs: Outline the measurable results expected for each proposed service or activity. Include the average number expected per month and/or the total number to be served per year. Provide examples of metrics (e.g., number of participants served, bed nights provided) and how data will be collected. Indicate the method used to determine the projected averages for individuals/households served.
   b) Outcomes: Define the specific, measurable, achievable, realistic, and time-specific (SMART) outcomes aimed to achieve. Describe the methods for assessing these outcomes and how the organization will ensure data accuracy.
   c) Reporting: Explain how the organization will compile and present this information in the monthly and quarterly progress reports, ensuring clarity and alignment with the County's requirements.

3. Annual Service Commitments – Number of households (HH)/persons to be served annually by component:

☐ Rapid Re-Housing (RRH): # Served: _____ Unit Type: ☐ Individual ☐ Households
☐ Homelessness Prevention (HP): # Served: _____ Unit Type: ☐ Individual ☐ Households
☐ Street Outreach (SO): # Served: _____ Unit Type: ☐ Individual ☐ Households
☐ Emergency Shelter (ES): # Served: _____ Unit Type: ☐ Individual ☐ Beds

4. Housing Navigation and Case Management Approach. *(Max 800 Characters)*
   Provide a brief description of the agency's housing navigation strategy, including landlord engagement. How will your proposed program ensure, or support participants remain housed with assistance provided? Identify detail of frequency of client contacts, staff-to-client ration, and roles of key staff.

5. Services Provided:
   Identify which services your program will deliver under this proposal (check all that apply):
   - ☐ Housing search/placement
   - ☐ Housing stability case management
   - ☐ Rental assistance (short-term / medium-term / both)
   - ☐ Mediation/legal services
   - ☐ Credit repair/budgeting support
   - ☐ Street-based engagement
   - ☐ Other (specify): ____
   - ☐ Other (specify): ____

6. Additional Unique Program Components. *(Max 500 Characters)*
   List any unique service elements (e.g., integrated medical care, Street Medicine, partnership-based service delivery).

B. Project Need

1. Target Population – Describe the target population or subpopulation and how they are accessed. Describe how the project benefits persons experiencing homelessness or at-risk of homelessness. Explain how the project will address the needs of the population. Describe challenges and barriers and how those will be overcome. How will your program accept referrals. (*Max: 800 Characters).*

2. Geographic Area – Describe the characteristics of the population to be served (e.g., youth, seniors, persons with disabilities, etc.) and the geographic area to be benefited. (*Max: 500 Characters).*

3. Consolidated Plan & San Diego CoC Community Standards – Describe how the project is consistent with the priorities outlined in the County of San Diego Consortium Consolidated Plan. Identify which of the Consolidated Plans goal(s) and objective (s) the project will help accomplish. Identify which special needs and disabled population(s) will be served in accordance with the consolidated plan. How will your project utilize and abide by the San Diego CoC Community Standards to include Coordinated Entry System (CES) where applicable. (*Max: 800 Characters).*

2. APPLICANT EXPERIENCE:

Attach pages as necessary to describe the following:

A. Describe in detail the organization's experience in developing, implementing, and evaluating the proposed project or comparable projects. (*Max: 800 Characters)*

B. Describe in detail the organization's experience with government contracts including any corrective action that may have been taken. (*Max: 800 Characters)*

C. Provide a complete organizational/staffing chart that illustrates organizational management, authority, and responsibility. Identify project staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project.

D. Describe position descriptions for the proposed staffing of the project and include a resume of staff and consultants assigned to the project including the Executive Director/Chief Executive Officer.

3. FISCAL CAPACITY:

A. Include the last two (2) fiscal years' Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards and Independent Auditor's Statement of Findings and Questioned costs. Please refer to Section Four – Application Requirements.

B. Provide a detailed cost allocation (consistent with 2 CFR Part 200) plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects. (*Max: 800 Characters)*

4. ESG PROGRAM BUDGET:

A. Applicants must complete Exhibit 4 - Project/Program Budget. Provide a detailed breakdown of how ESG funds will be allocated across eligible services, ensuring each expense is clearly itemized and justified in accordance to program requirements.

B. Provide a brief budget narrative summarizing how the overall budget supports your proposed program, including how costs are allocated across ESG components and fiscal years, and how the budget aligns with your service commitments and planned activities. If applicable, identify any other funding source that is also being utilized to support the total cost of the proposed program. Budget must reflect actual costs required to implement the proposed scope of work and must comply with ESG cost eligibility under 24 CFR 576. (Max: 1000 Characters).

5. CERTIFICATION:

The undersigned certifies under penalty of perjury that all statements made in this proposal are true and correct to the best of the undersigned's knowledge.

____

Authorized Signature | Typed Name

____

Title | Date Signed

EXHIBIT 3

Proposal Evaluation

The following criteria will be used to evaluate and score each proposal based on the information provided in the Application.

PROJECT/PROGRAM PROPOSAL EVALUATION REVIEW
A. Project Description
1. Does the proposal clearly describe the program, including specific activities to be implemented, timeline, ESG eligible project components, and how these activities align with the overall objectives of the ESG program? Does the applicant clearly identify the goals and objectives associated with each activity along with tasks or interventions required to achieve them? Does the applicant clearly identify the expected duration of service(s) and any unique service/component that strengthen the program or enhance service quality, reach, or effectiveness?
2. Does the applicant clearly explain how the organization will track, measure, and report results for the proposed project? Did the applicant outline their project expected outputs, outcomes, and reporting methods to track activities, measure results, and evaluate the project's effectiveness?
3. Are projected households/persons served clearly stated and realistic? Are service levels appropriate for program design and capacity?
4. Does the applicant clearly describe the staffing model, frequency of contact, staff ratios, and roles? Does the applicant clearly describe the housing navigation and landlord engagement strategy, including how they will support participants in remaining housed? Does the applicant identify eligibility criteria outside ESG regulations and demonstrate that such criteria are reasonable, nondiscriminatory, and consistent with ESG requirements.
B. Project Needs
1. Target Population – Does the applicant describe the target population or subpopulation and how they are accessed? Does the applicant clearly describe how referrals will be accepted and does the referral process align with CES and community standards? Do they explain how the project benefits persons experiencing homelessness or at-risk of homelessness? Does it address the needs of the population? Does it describe challenges, barriers and strategies for how to overcome?
2. Geographic Area – Does the applicant describe the location? Does the project benefit the needs of Urban County Residents? Will the project provide services to the entire Urban County? Will the project provide more than one high-priority service to the entire Urban County?
3. Consolidated Plan/CoC Standards – Does the applicant demonstrate how the proposal meets with the priorities outlined in the County of San Diego's Consolidated Plan and required CoC Community Standards to include CES utilization when applicable.
C. Applicant Experience
1. Agency/Program Experience – Does the applicant describe in detail the agency/program experience in developing, implementing, and evaluating the proposed project or comparable project?
2. Government Contracts – Does the applicant have any experience with government contracts for similar projects? Have there been any corrective actions and were they resolved? If none, does the applicant have other contracts for similar projects?
3. Organizational/Staffing Chart – Did the applicant include an organizational/staffing chart? Does the chart illustrate organizational management, authority, and responsibility? Does the chart identify program staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project?
4. Position Descriptions – Does the applicant provide position descriptions for the proposed staffing of the project? Do the position descriptions reflect the proposed project? Does the applicant provide a résumé for the Executive Director/Chief Executive Officer? Does the résumé demonstrate capacity/experience to support the project?
D. Fiscal Capacity
1. Audited Financials – Does the applicant provide last two (2) fiscal years' Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with

	Government Accounting Standards and Independent Auditor's Statement of Findings and Questioned costs?
2.	ESG Cost Allocation Plan – Does the applicant provide a detailed cost allocation plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects? Is it consistent with 2 CFR Part 200?
1.	Does the applicant provide a complete and accurate project/program budget, including all required expense categories (staffing, operations, direct client assistance, and other eligible costs)? Are totals consistent with the Summary of Budget? Does the budget comply with ESG cost eligibility requirements and federal guidelines? Are administrative costs within allowable limits? Does the applicant provide clear justifications for all line items?
2.	Does the budget narrative align with the Exhibit 4 Project/Program Budget and demonstrate that costs are necessary, reasonable, and appropriate for the proposed activities? Does the budget align with the proposed program model, activities, service levels, and staffing structure described in the application?

EXHIBIT 4

Project/Program Budget

Complete budget with planned program expenses for the full year. Include accurate amounts for staffing, operations, direct client assistance, and any other eligible categories. Total your income and expenses to ensure they align with your proposed activities. Review to make sure all costs are allowable under ESG guidelines and reflect the project you're proposing. Add necessary pages or line items as applicable.

Notes:

1. ESG regulations limit street outreach and emergency shelter activities (combined) to no more than 60% of the fiscal year grant.
2. HMIS participation is required by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act).

AGENCY NAME: ____

PROGRAM/PROJECT NAME: ____

Administrative Costs (Max: 7% of total grant) **Budget Line-Item Description:**	**FY 27-28 Budget Request**	**FY 28-29 Budget Request**	**FY 29-30 Budget Request**	**Justification/Expense Detail**
PERSONNEL:				
Executive Salaries				
Program Support (HR, payroll)				
Fringe Benefits				
Personnel Subtotal:				
NON-PERSONNEL:				
Rent and utilities				
Office Supplies				
IT Support				
Monitoring/Audits				
Other (Specify):				
Other (Specify):				
Non-Personnel Subtotal:				
Administrative Costs Total				

Emergency Shelter Budget Line-Item Description:	FY 27-28 Budget Request	FY 28-29 Budget Request	FY 29-30 Budget Request	Justification/Expense Detail
PERSONNEL:				
Case Manager/Direct Service Salaries				
Fringe Benefits				
Personnel Subtotal:				
NON-PERSONNEL:				
Supplies				
HMIS				
Food				
Security				
Rent and utilities				
Supportive Services				
Other (Specify):				
Other (Specify):				
Non-Personnel Subtotal:				
Emergency Shelter Total				
Street Outreach Budget Line-Item Description	**FY 27-28 Budget Request**	**FY 28-29 Budget Request**	**FY 29-30 Budget Request**	**Justification/Expense Detail**
PERSONNEL:				
Case Manager/Direct Service Salaries				
Fringe Benefits				
Personnel Subtotal:				
NON-PERSONNEL:				
Transportation				
Supportive Services				
HMIS				
Other (Specify):				
Other (Specify):				
Non-Personnel Subtotal:				
Street Outreach Total				

Rapid Re-Housing Assistance Budget Line-Item Description	FY 27-28 Budget Request	FY 28-29 Budget Request	FY 29-30 Budget Request	Justification/Expense Detail
PERSONNEL:				
Case Manager/Direct Service Salaries				
Fringe Benefits				
Personnel Subtotal:				
NON-PERSONNEL:				
Rental Assistance				
Security Deposits				
Utility Payments				
Moving Costs				
HMIS				
Other (Specify):				
Other (Specify):				
Non-Personnel Subtotal:				
Rapid Re-Housing Assistance Total				
Homeless Prevention Budget Line-Item Description	**FY 27-28 Budget Request**	**FY 28-29 Budget Request**	**FY 29-30 Budget Request**	**Justification/Expense Detail**
PERSONNEL:				
Case Manager/Direct Service Salaries				
Fringe Benefits				
Personnel Subtotal:				
NON-PERSONNEL:				
Rental Assistance				
Security Deposits				
Utility Payments				
Moving Costs				
HMIS				
Other (Specify):				
Other (Specify):				

Non-Personnel Subtotal:				
Homeless Prevention Total				
HMIS **Budget Line-Item Description**	**FY 27-28 Budget Request**	**FY 28-29 Budget Request**	**FY 29-30 Budget Request**	**Justification/Expense Detail**
PERSONNEL:				
Case Manager/Direct Service Salaries				
Fringe Benefits				
Personnel Subtotal:				
NON-PERSONNEL:				
HMIS				
Other (Specify):				
Other (Specify):				
Non-Personnel Subtotal:				
HMIS Total				

Summary of Budget				
Category Totals	**Fiscal Year 27-28 Total Amount Requested**	**Fiscal Year 28-29 Total Amount Requested**	**Fiscal Year 29-30 Total Amount Requested**	**Total Amount Requested**
Administrative Costs	**$**	**$**	**$**	**$**
Emergency Shelter	**$**	**$**	**$**	**$**
Street Outreach	**$**	**$**	**$**	**$**
Rapid Re-Housing Assistance	**$**	**$**	**$**	**$**
Homeless Prevention	**$**	**$**	**$**	**$**
HMIS	**$**	**$**	**$**	**$**
TOTAL ESG BUDGET	**$**	**$**	**$**	**$**

EXHIBIT 5

Sample Board Resolution

[Letterhead of Applicant]

RESOLUTION OF BOARD OF DIRECTORS OF
____

WHEREAS this entity has a minimum of four directors who constitute a quorum for conducting organization business; the organization conducts quarterly board meetings; quarterly financial statements are reviewed by the board; and the executive director and other paid staff do not serve as voting board members.

WHEREAS __ is a __ [Status of Corporation, i.e., A Non-profit Public Benefit Corporation, qualified pursuant to the provisions of Internal Revenue Code Section 501 (c) (3), etc.]

WHEREAS _____ recognizes that the community at large, and especially low-income residents have many diverse needs for social, housing, education, and other services.

WHEREAS ____ is committed to effectively serving the communities referenced in the prior recital; and

NOW THEREFORE BE IT RESOLVED as follows:

1. That __ is committed to providing safe, decent and affordable housing for persons of very low, low and moderate-income levels.

2. That on or about ____________, 20___, the Board of Directors voted to authorize the __[title of person authorized], or his designee, to apply for and accept assistance of the ______________Project, for the purpose of obtaining a grant to provide for the _________ _____________[purpose; i.e., service provision, etc.] of the Project, in an amount not to exceed ($__) from the County of San Diego Health and Human Services Agency, Housing and Community Development Services.

3. That the Board of Directors further voted to authorize the [title of person], or his designee, to execute any and all documents required by the County of San Diego Health and Human Services Agency, Housing and Community Development Services to document and secure its grant.

4. That the Board of Directors further authorized the [title of person], or his designee, to perform all acts and to do all things necessary, in the opinion of the County of San Diego Health and Human Services Agency, Housing and Community Development Services to implement the funding and making of the grant.

I, the undersigned, certify that this Resolution was adopted at regularly or specially noticed meeting of the Board of Directors on __________, 20______, at which a quorum of the Board of Directors was present, and at which the requisite percentage of the quorum voted to adopt the Resolution and that the Resolution has not been rescinded, modified or canceled as of the date of my execution of the same and that it remains in full force and effect as of this date. I further understand that the County of San Diego Health and Human Services Agency, Housing and

Community Development Services is relying on the validity of this Resolution in taking the actions to process and approve the application package.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this_______day of_, 20___, at San Diego, California.

By:

Title:

EXHIBIT 6

Full Insurance Requirements
Final insurance requirements to be determined by Risk Management and may be subject to change based on proposed activities.

INSURANCE REQUIREMENTS FOR CONTRACTORS
Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit ($4,000,000).

B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001, with limit no less than $1,000,000 each accident for bodily injury and property damage.

C. Workers' Compensation, as required by State of California and Employer's Liability Insurance, with limits no less than $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

D. Professional Liability (Errors & Omissions) appropriate to the professional services provided by Contractor under this contract, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

E. Cyber/Information Security Liability $2,000,000 per claim with an aggregate limit of not less than $2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

F. Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim with an aggregate limit of not less than $2,000,000. Coverage to include actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.

G. Fidelity: $500,000 coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement
The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement
For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of

the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. In the event of any potential or unforeseen cancellation, the Contractor shall notify the County COR no later than one business day after such information becomes known to the Contractor.

General Provisions

4. Qualifying Insurers
All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy
Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

6. Evidence of Insurance
Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; County's Remedies
Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations
The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage
County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance
Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage
If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
C. If insurance is terminated for any reason and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance
Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation
Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor

agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

EXHIBIT 7

Sample Contract Template

COUNTY CONTRACT NUMBER _____________
CONTRACOR NAME
FOR ________ SERVICES

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and _____, a non-profit organization, located at _____ ("Contractor"), with reference to the following facts:

RECITALS

A. The County, by action of the Board of Supervisors on DATE authorized the Deputy Chief Administrative Officer of Health and Human Services Agency or designee to award a contract for Emergency Solutions Grant.

B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.

C. The Agreement shall consist of:

- This document,
- Exhibit A Statement of Work,
- Exhibit B Insurance Requirements,
- Exhibit C Payment Schedule, and
- Exhibit A-1 Contractor's Proposal

D. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

/

/

/

ARTICLE 1
KEY PROVISIONS

1.1 **CONTRACTOR:**

1.2 **SERVICES:**

1.3 **AGREEMENT TERM:** The initial term of this Agreement shall begin on July 1, 2027 and end on June 30, 2028, for an Agreement period of one year ("Initial Term").

1.4 **OPTION TO EXTEND:** The County shall have the option to extend the term of this Agreement for two (2) increments of one year (each an "Option Period"), for a total of two (2) years beyond the expiration of the Initial Term, not to exceed June 30, 2030. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

1.5 **COMPENSATION:** Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed ($) ("Maximum Agreement Amount"). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term in Exhibit C.

1.6 **COR:** The County designates the following individual as the Contracting Officer's Representative ("COR").

#Name and Title
#Address
#Address
#Phone and email

1.7 **CONTRACTOR'S REPRESENTATIVE:** Contractor designates the following individual as the Contractor's Representative.

#Name and Title
#Address
#Address
#Phone and email

ARTICLE 2
PERFORMANCE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.

2.2 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

2.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor. Neither Contractor nor any person engaged by Contractor to accomplish the work under this Agreement, including, without limitation, Contractor's and its subcontractors' employees, volunteers, officers, agents, consultants, and subcontractors ("Workforce") shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's Workforce, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's Workforce shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

2.4 Contractor's Agents and Employees or Subcontractors.

Contractor shall obtain, at Contractor's expense, all Workforce required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any Workforce member shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's Workforce to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

2.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

2.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County and include in its subcontracts all provisions necessary to ensure Contractor's and subcontractors' compliance with this Agreement. Without limiting the foregoing, Contractor shall specifically include in its Related Subcontracts, and require Related Subcontractors' compliance with, the applicable provisions of Articles 3, 7, 9, 10, 11, 12, 14, 15, 17 and 18, and section 4.6.1 of Article 4 hereunder, altered as necessary for proper identification of the contracting parties.

2.4.3 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.

2.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

2.6 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or Contractor's Workforce, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's Workforce shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.6.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of the actions of Contractor or Contractor's Workforce.

2.7 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable property shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DOCUMENTS AND RECORDS

3.1 Ownership, Publication, Reproduction, and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

3.2 Confidentiality. Contractor agrees to maintain the confidentiality of, and to take industry appropriate as well as all legally required measures to prevent the unlawful disclosure of, any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure. Further, any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

3.2.1 Specific Requirements for County Confidential Information under Sections 965 through 971 of the San Diego County Code of Administrative Ordinances

3.2.1.1 Definitions. For purposes of this Section, "County Confidential Information" means, collectively, information related to any: (i) actions that an individual has the right to undertake free from undue governmental interference, discrimination, or criminalization under federal, state, or local law including, without limitation, Reproductive Healthcare Services, Gender Affirming Health Care, Gender Affirming Mental Health Care, and exercising rights under the First Amendment of the United States Constitution (collectively, "Protected Personal Activity"), and (ii) actual or perceived attributes of an individual that are safeguarded from discrimination under state law, including, without limitation, immigration or citizenship status, disability status, gender identity or expression, or transgender status, sexual orientation, race, ethnicity, national origin, or language, and/or marital or familial status (collectively, "Protected Personal Characteristics"). All capitalized terms used in this Section 3.2.1, but not defined herein, shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

3.2.1.2 Confidentiality. Contractor agrees to maintain County Confidential Information received or obtained pursuant to the obligations under this Contract, if any, confidential, and shall not share and/or transmit such information to any third party including, without limitation, any governmental agency, unless required to do so pursuant to federal, state, or local law or as necessary to perform the obligations of Contractor pursuant to this Contract. Contractor agrees to include these requirements in any subcontract related to the performance of this Contract. The obligation to maintain County Confidential Information confidential and private shall survive the expiration or earlier termination of this Contract.

3.2.1.3 Notice Requirement for Interactions with Federal Law Enforcement, Out-of-State Law Enforcement, or Private Parties Acting Under Color of Law Enforcement Authority. Should Contractor receive a request from any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for assistance with any Law Enforcement Activity where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity, Contractor shall, within five (5) business days of receipt of such request, notify COR in writing and include (i) the requesting party, (ii) a description of the request, and (iii) the County Confidential Information released, if any.

3.3 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 17.1 of this Agreement extend to any Claim (as defined in section 17.1) against the County Parties (as defined in section 17.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

3.4 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.1.2 Cost Allocation Plan. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

4.1.3 Agreement Budget. The COR may make Administrative Adjustments to the budget as long as the total budget does not exceed the compensation specified in Article 1.

4.2 Compensation. For cost-reimbursement Services, the County will reimburse the actual allowable, allocable, necessary, and reasonable costs incurred in accordance with this Agreement (including the established budget), generally accepted accounting principles, good business practices, and the cost principles published by the federal Office of Management and Budget (OMB) ("Allowable Costs"). Where non-cost-reimbursement work (fixed price, labor hour, time and materials, etc.) is also provided for in this Agreement, Contractor shall be entitled to compensation as set forth below:

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.

4.3.2.2 Contractor agrees that by submitting an invoice, Contractor certifies, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.3.4 Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.

4.3.5 Final Fiscal Year-End Settlements. Contractor shall submit the final invoice for Services performed during each County Fiscal Year no later than the settlement date established by COR or each department, but in no event later than 60 calendar days from (i) the end of each County Fiscal Year or (ii) the expiration or termination of this Agreement. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that County Fiscal Year after this date.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors.

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 <u>Partial Payment</u>. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 <u>Withholding of Payment</u>. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County

4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.

4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.

4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.

4.9 <u>Disallowance</u>. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 16.

4.10 <u>Maximum Price</u>. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

4.11 <u>Overpayments</u>. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 16.

4.12 <u>Availability of Funding</u>. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.

4.13 <u>Rate of Expense</u>. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.

4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

4.14 <u>Revenue Sources</u>. Federal or other funding source amounts listed in the Agreement or the budget are preliminary estimates and shall not limit the County's use of specific funding sources that vary from the preliminary estimates, provided that such payments do not exceed the total Agreement amount.

4.15 Program Income. Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written County approval.

4.15.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between County and Contractor.

4.16 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the County on the formula or criteria used to calculate such payments upon request.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 The Health and Human Services Agency Deputy Chief Administrative Officer or designated Health and Human Services Agency official is the contracting officer for this Agreement ("Contracting Officer").

5.2 County's Agreement Administrator. The County has designated the individual identified in Article I as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.

5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.

5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

5.3 Contractor's Representative. The person identified as Contractor's Representative shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

5.4 Agreement Progress. Contractor shall promptly apprise the County of problems, if any, being experienced in completing the work under this Agreement. The Contractor shall also promptly notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement.

5.5 Agreement Progress Meeting. Upon request by either party, Contractor shall meet with the COR and/or other County personnel to review the Contractor's performance under this Agreement, with the COR or designated representative serving as meeting chair. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor

6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 8 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.1 above.

7.1.3 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.4 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor and/or Contractor's Workforce from 1) accessing County data, files, and/or electronic systems; 2) treating County's patients, clients, or facility residents; or 3) providing any other services under this Agreement.

ARTICLE 8
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 9
DISENTANGLEMENT

9.1 General Obligations. Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

9.2 Disentanglement Process. Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of

Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

9.3 Specific Obligations. The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

9.3.1 No Interruption or Adverse Impact. Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

9.3.2 Client Authorizations. Contractor shall obtain, or use best efforts to obtain, client consents or authorizations necessary to transfer client data to Replacement Provider.

9.3.3 Leases, Licenses, and Third-Party Agreements. Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

9.3.4 County Property. County non-expendable property shall be handled as set forth in section 2.77 of this Agreement.

9.3.5 Contractor Property. Contractor shall promptly remove from County's site(s) any Contractor non-expendable property when no longer needed to provide services under this Agreement.

9.3.5.1 Notwithstanding the above, County shall be entitled to purchase at net book value (or if none exists, at fair market value) Contractor non-expendable property used primarily for the provision of Disentangled Services to or for County, other than property expressly identified in this Agreement as being excluded.

9.3.6 Delivery of Documentation. Notwithstanding section 3.4 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 10
COUNTY CONTRACTOR RESPONSIBILITIES

10.1 Subcontractor Reporting. Contractor shall provide periodic reports to the County of amounts paid under this Agreement to each Related Subcontractor, and whether each subcontractor qualifies as a Small-Local Business as defined in Board Policy B-53. Such reports shall be submitted to the COR using the "Subcontractor Data Collection Form (PC613)" located at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC613_dpc_Subcontractor_Data.xlsx or as otherwise directed by County. Reports shall be aligned with the County's Fiscal Year, with a mid-year report of data through December 31 submitted by February 15th, and a full Fiscal Year report submitted by July 15.

10.2 Small-Local Business Preference. If this Agreement resulted from a solicitation where Contractor claimed Small-Local Business status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in Board Policy B-53 Small-Local Business Policy) throughout the term of this Agreement.

10.3 Small-Local Business Subcontractor Participation. If this Agreement resulted from a solicitation containing Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such requirements, including meeting the Percent of Utilization on Contractor's Small-Local Subcontractor Utilization Plan. Contractor shall maintain a rate of Small-Local Business utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in County's determination, Contractor is not in compliance with all Small-Local Business Subcontractor Participation Requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of the underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

10.4 Ethical Business Standards. As a material term and condition of this Agreement, Contractor shall have an ongoing responsibility to maintain internal policies and procedures established to ensure adherence to laws, regulations, Agreement terms, promote good conduct within the organization, and mitigate any identified risks associated with non-compliance to such. Contractor shall develop and implement a program and mechanism for receiving, investigating and resolving Workforce, client, or public concerns and maintain it during the term of this Agreement. In lieu of a dedicated reporting mechanism for such concerns, Contractor may choose to utilize the County of San Diego Office of Ethics and Compliance Ethics Hotline Posters to display in common work areas. Posters may be downloaded at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html.

10.4.1 Contractor shall train all Workforce on their program for Ethical Business Standards annually and maintain documentation of such. Contractor shall retain this documentation in accordance with the Agreement's provision regarding retention of records

10.5 Financial Audit. Contractor shall annually engage an independent Certified Public Accountant licensed to perform audits and attests to conduct an annual financial audit of the organization. The results of the Financial Audit shall be provided to COR within 30 business days of completion. Contractor shall notify COR within 24 hours if notified at any time that the Financial Audit will include a disclaimer of opinion or adverse findings.

10.6 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

10.6.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

10.6.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

10.6.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

10.7 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

10.8 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

10.8.1 As a material condition of this Agreement, Contractor agrees that Contractor and Contractor's Workforce, while performing services or using County equipment pursuant to Agreement:

10.8.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

10.8.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

10.8.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person.

10.9 Critical Incidents. Contractor shall have written plans or protocols and provide Workforce training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident information; fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. Contractor must also adhere to any and all timelines and processes contained in Article 14.

10.10 Responsiveness to Community Concerns. Contractor shall take appropriate steps to acknowledge receipt of complaint(s) from individuals or organizations and to address or resolve all complaints. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement, unless prohibited by applicable State, federal, or local law. Material complaints include, but are not limited to, those involving issues of abuse, quality of care**,** safety, or security; but do not include routine or minor concerns that may be raised in the normal course of business. Contractor shall promptly notify the County of the status and disposition of all material complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

10.11 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any Workforce member who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Contractor must also adhere to the requirements contained in Article 14, if any, and in section 12.8 Fair Chance Ordinance.

10.11.1 Contractor shall have a documented process for reviewing the information to determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services performed under Agreement. Contractor shall document review of findings and consideration of criminal history in the selection of Workforce members.

10.11.2 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any Workforce member providing any services under this Agreement.

10.11.3 Contractor shall maintain documentation of its review and consideration of the criminal history of its Workforce in accordance with section 15.4 "Availability of Records."

10.11.4 For any Workforce members who will be assigned to sensitive positions funded by this Agreement, background checks and determinations shall be in compliance with Board of Supervisors Policy C-28. Sensitive positions are defined as those who are in direct contact with children under the age of eighteen.

10.12 Due Process and Safety in County Facilities. Contractor shall comply with requirements under sections 965 through 971 of the San Diego County Code of Administrative Ordinances.

10.12.1 Definitions. For purposes of Sections 10.12.2 through 10.2.4 of this Agreement, all capitalized terms shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

10.12.2 Prohibition on Access for Federal Law Enforcement, Out-of-State Law Enforcement, and Private Parties Acting Under Color of Law Enforcement Authority. Contractor shall not provide access to any Non-Public Area of a County Facility, or facility where Contractor provides services to the public on behalf of the County, to any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for the purpose of carrying out Law Enforcement Activities where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity ("Facility Access"), except as expressly permitted pursuant to Section 967 of the San Diego County Code of Administrative Ordinances.

10.12.3 Notice of Facility Access. Contractor shall provide the COR with notice within two (2) hours of any Facility Access, as defined in Section 10.2.2.

10.12.4 Signage Requirements. Contractor shall display signage at each public entrance of the County Facility or facility where Contractor provides services to the public on behalf of the County, consistent with the requirements for signage to be posted at County Facilities as set forth in Section 970 of the San Diego County Code of Administrative Ordinances.

10.13 Use of Artificial Intelligence. Contractor shall comply with Board Policy A-140, Artificial Intelligence Board Policy. Without limiting the foregoing, Contractor shall disclose any artificial intelligence (AI) functionality (as defined in Board Policy) embedded in products or services provided under this Agreement and ensure that all AI systems are used in accordance with County standards for security, privacy, and ethical practices. Contractor shall implement human oversight for any AI-generated outputs to be used in the County's official capacity and maintain transparency by clearly attributing AI-generated content. Contractor shall support the retrieval and export of prompts, outputs, and training details upon County request. Contractor shall not use AI systems for prohibited purposes, including fully automated decisions without meaningful human oversight, covert tracking, social scoring, or behavioral manipulation. The County reserves the right to inspect AI system usage and require modifications or cessation of use if compliance risks are identified. Any changes to AI functionality or features during the term of this Agreement shall be in compliance with this clause and be reported in writing to the Contracting Officer's Representative prior to implementation.

10.14 Board of Supervisors' Policies. Contractor represents that it is familiar with and shall use its best efforts to comply with the applicable policies of the Board of Supervisors, available on the County of San Diego website at https://www.sandiegocounty.gov/content/sdc/cob/policy.html.

ARTICLE 11
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

11.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

11.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

11.2 Conduct of Contractor.

11.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

11.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

11.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

11.2.4 Neither Contractor, nor any member of its Workforce shall offer, directly or indirectly, any gift, gratuity, favor, entertainment, or other item(s) of monetary value that would be considered unlawful per federal, State or local regulations to an employee or official of the County.

11.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

11.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

11.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

11.3.2 Profit-making firms or businesses in which employees described in sub-section 11.3.1 above, serve as officers, principals, partners, or major shareholders;

11.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

11.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 11.3.3 above, serve as officers, principals, partners, or major shareholders.

11.4 Prohibited Subcontracts. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.

11.5 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

11.5.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

11.6 Duplication of Payments. Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work except where expressly provided for in this Agreement and where no duplication of payment results.

ARTICLE 12
COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

12.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its Workforce to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

12.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

12.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

12.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

12.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

12.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

12.7.1 Without limiting the foregoing paragraph, Contractor shall ensure that any public-facing software, website, mobile application, or web content related to County services, programs, or actions meets all requirements under federal and California law for accessibility to persons with disabilities. Contractor shall ensure that any such software, website, mobile application, or component thereof meets the WCAG 2.1, level AA accessibility standards, unless a higher standard of accessibility is required by federal or California law. Contractor must notify the County of significant updates affecting accessibility.

12.8 County Fair Chance Ordinance. Contractor must comply with the San Diego County Fair Chance Ordinance (San Diego County Code of Regulatory Ordinances section 21.2701 et seq.) regardless of whether Contractor meets the statutory definition of an Employer under San Diego County Code of Regulatory Ordinances section 21.2702(i). Any violation by Contractor of the Fair Chance Ordinance shall constitute a material breach of this Agreement.

12.9 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

12.10 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County (including sections 23.101, et seq. of the County Code of Regulatory Ordinances) and to assure that its Workforce complies before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

12.11 Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.

12.12 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement

12.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

12.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

12.15 Clean Air Act and Federal Water Pollution Control Act.

12.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

12.16 Debarment, Exclusion, Suspension, and Ineligibility.

12.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor and members of its Workforce:

12.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency;

12.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

12.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above;

12.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body;

12.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency;

12.16.1.6 Do not have a judgment rendered against them by a body described in section 12.16.1.4 that is unsatisfied; and

12.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in section 12.16.1.4 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

12.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 12.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

12.17 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all members of its Workforce providing services under this Agreement. Contractor shall maintain verification of this training and shall retain verifications in accordance with the Agreement requirement for retention of records.

ARTICLE 13
COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

13.1 Audit. Contractors that expend $1,000,000 or more of federal grant funds per year shall have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

13.2 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify 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 covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.

13.3 Clean Air Act and Federal Water Pollution Control Act. For contracts exceeding $150,000, Contractor agrees that in addition to Contractor's responsibilities under section 12.15 of this Agreement, Contractor shall:

13.3.1 report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office; and

13.3.2 include this requirement in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

13.4 Debarment and Suspension.

13.4.1 This Agreement 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).

13.4.2 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 into.

13.4.3 This certification is a material representation of fact relied upon by 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 to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

13.5 Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms. When possible, Contractor should ensure, in accordance with 2 C.F.R. § 200.321 "Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms," that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered for work under the Agreement by:

13.5.1 Including such businesses on solicitation lists;

13.5.2 Soliciting such businesses whenever they are deemed eligible as potential sources;

13.5.3 Dividing procurement transactions into separate procurements to permit maximum participation by such businesses;

13.5.4 Establishing delivery schedules that encourage participation by such businesses; and,

13.5.5 Using organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13.6 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

13.6.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

13.6.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

13.6.1.2 Meeting contract performance requirements; or

13.6.1.3 At a reasonable price.

13.6.2 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.

13.6.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:

13.6.3.1 For contracts over $100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

13.7 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, 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).

13.7.1 "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, must occur in the United States.

13.7.2 "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.

13.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

13.8.1 Procure or obtain;

13.8.2 Extend or renew a contract to procure or obtain; or

13.8.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.8.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

13.8.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

13.8.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

Contractor agrees to follow all applicable federal, state, and local laws and regulations pertaining to the use and protection of confidential customer data, including, but not limited to Privacy Act of 1974, 5 U.S.C. 552a, and HUD regulations at 24 C.F.R. Parts 15 and 16 and Part 5, subpart B (starting with section 5.210); California Health and Safety Code sections 34283 and 34332; and all other funding specific regulations governing privacy and data security. Contractor shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer-based data. Records shall be handled in accordance with all applicable State and federal statutes and regulations relating to privacy and confidentiality, including HUD Privacy Policy.

ARTICLE 15
MONITORING, AUDIT, AND INVESTIGATION

15.1 Monitoring, Audit, and Investigation.

15.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights:

15.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

15.1.1.2 to conduct monitoring, audits, and investigations of documentation and data, and interviews of staff and participants involved with the services provided under this Agreement; and

15.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

15.1.2 Contractor shall fully cooperate with all such monitoring, audits, or investigations.

15.1.3 Contractor shall make available to County, State or federal officials for examination, at any time during normal business hours and as often as County may deem necessary, all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits or reviews of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement

15.1.4 County shall perform such monitoring, audits, and investigations in a manner so as not to unduly interfere with Contractor's performance.

15.2 Federal or State Audit Disclosures. Contractor shall provide the following to the COR:

15.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

15.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.

15.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

15.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

15.2.5 Immediate notification to the County upon learning that any federal or State auditor may or will issue a finding that relates to any of the terms of this Agreement.

15.3 Investigation Disclosures. Except to the extent prohibited by an investigating government authority or applicable law or privilege, Contractor further agrees to immediately notify County if any Workforce member of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement, and Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County.

15.4 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 8 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

15.4.1 Contractor shall maintain, and the records referred to in section 15.4 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

15.5 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be required by the County to verify performance under this Agreement. County reserves the right to direct the format and data content requirements for such additional reports. The timely submission of reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to do so will be sufficient cause to withhold payment. Upon request, Contractor shall submit to County a report detailing all work done pursuant to this Agreement by Contractor.

15.6 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

15.7 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

15.8 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 16
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 17
INDEMNITY AND INSURANCE

17.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and its elected officials, officers, agents, employees, and volunteers (collectively "County Parties") against, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges, or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Contractor, its Workforce, or their licensees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error, or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including attorneys' fees and court costs) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any patent, copyright, moral right, trademark, trade secret, or other intellectual property right or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

17.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 17.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 17.2 and Exhibit B.

ARTICLE 18
GENERAL PROVISIONS

18.1 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

18.2 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

18.3 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

18.4 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

18.5 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

18.6 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

18.8 Non-Exclusivity. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

18.9 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

18.10 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

18.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

18.12 Successors. Subject to the limitations set forth in sections 18.17 and 18.18 below, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

18.13 Time. Time is of the essence for each provision of this Agreement.

18.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

18.15 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

18.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

18.17 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

18.17.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

18.18 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 18.17 above. Any purported assignment or delegation in violation of this section shall be null and void.

18.19 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 12.1, 17.1, 18.7, and 18.9, and Articles 3, 4, 7, 9, 15, and 16.

/
/
/

SIGNATURE PAGE

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:	**COUNTY OF SAN DIEGO:**
By: ____	By: ____
Date: ____	Date: ____