COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

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ASSISTANT DIRECTOR

REQUEST FOR PROPOSALS (RFP) 13341
DEPARTMENT OF BAHAVIORAL HEALTH SERVICES
BIOPSYCHOSOCIAL REHABILITATION (BPSR) WELLNESS RECOVERY CENTERS
October 16, 2026

A. KEY INFORMATION

1. The County of San Diego is seeking proposals from firms interested in providing Biopsychosocial Rehabilitation (BPSR) Wellness Recovery Centers ("Offerors").

2. The contract term is anticipated to be an initial (base) period of one (1) year with four (4) one-year options. The County intends to award up to four (4) contracts, one (1) contract for each Lot below.

Lot	Estimated Maximum Contract Amount
Lot 1 – Central	$16,204,744 - $18,005,271
Lot 2 – South (Southern Area)	$24,307,115 - $27,007,905
Lot 3 – South (Northern Area)	$26,279,402 - $29,199,336
Lot 4 – Central	$27,975,713 - $31,084,125

2.1. If proposing multiple Lots, Offeror must indicate the Lot number on the PC-600 form within the Solicitation Number field AND submit a separate proposal for each Lot. Indicate the Lot Number in the file name for each proposal uploaded to BuyNet.

3. The County has posted this solicitation on its official BuyNet website at https://sdbuynet.sandiegocounty.gov/. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select "Participate in RFx" for this solicitation in BuyNet.

4. The Contracting Officer for this solicitation is Josielyn Kaai, Procurement Contracting Officer (josielyn.kaai@sdcounty.ca.gov)

5. Schedule: This timeline is subject to change at any time, at the County's sole discretion. The County will issue an addendum for changes to the Pre-Proposal Conference date, Questions due date, or Proposal due date.

Event Description	Date and Time (San Diego Time)
Pre-Proposal Conference	October 22, 2026 at 10:00 a.m.
Questions due	October 29, 2026 prior to 5:00 p.m.
Proposals due	December 1, 2026 prior to 3:00 p.m.

6. Pre-Proposal Conference. The County will hold a pre-proposal conference by Video/Teleconference using the Microsoft Teams platform on the Date and Time listed in the Schedule. To participate, join the virtual conference at https://events.gcc.teams.microsoft.com/event/c4e070a4-e741-4012-a6dd-b4eb2a29d1e0@4563af13-c029-41b3-b74c-965e8eec8f96?source=copyLinkLegacyShareLinkDialog. The County will provide an overview of the RFP process and may provide a program/technical overview and other information. Attendance at the pre-proposal conference is encouraged but not mandatory.

7. Questions:

7.1. Offerors should submit all Questions, including requests for clarification related to definition or interpretation of this RFP, in writing by the Date and Time specified in the Schedule. Questions should be submitted via BuyNet, by sending a message to the Contracting Officer through the "Discussions" functionality.

7.2. Non-Offerors should direct inquiries regarding this solicitation to the Contracting Officer.

8. Table of Contents:
   A. Key Information
   B. RFP Instructions and Rules
   C. Evaluation Criteria
   D. Submittal Items
   E. Required Forms
   F. Statement of Work
   G. Payment Schedule
   H. Draft Agreement

B. RFP INSTRUCTIONS AND RULES

1. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1.1. It is the Offeror's responsibility to submit a proposal based on the most current RFP, addenda thereto, responses to Questions, any other information posted on BuyNet, and any diligence material made available by the County. Offerors are advised to regularly check BuyNet for information. The County has no obligation to contact Offerors directly with any such RFP-related information.

1.1.1. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select "Participate in RFx" for this solicitation in BuyNet.

1.2. Forms required to be submitted with Offerors response to this RFP are included in this RFP or posted on the County's web site at https://www.sandiegocounty.gov/content/sdc/purchasing/purchasing-forms.html.

1.2.1. Posted forms may be updated from time to time. Unless otherwise specified, offerors may submit the version of a form in place as of the date of the posting of this RFP or any later version.

1.3. Offerors are advised to allow for sufficient time to obtain all necessary documents and forms, resolve any technical difficulties obtaining or completing documents or forms, and, if necessary, obtain documents and forms by an alternate method. If you are unable to download documents or forms, you may request a hard copy or technical assistance from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.

1.4. Offeror must submit a complete original proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting, through electronic upload to BuyNet before the Date and Time listed in Schedule.

1.4.1. If Offeror is unable to submit via BuyNet for any reason, Offeror may submit by providing the Purchasing and Contracting front desk with either (i) electronic files on CD/DVD or, (ii) a printed proposal. Offeror must prominently mark such submissions with the RFP number on the outside of the packaging. Please use this method only if unable to submit through BuyNet.

1.4.2. When submitting via BuyNet, Offerors are advised to allow for sufficient time to submit by an alternate method in the event of technical difficulties.

1.4.3. For proposals submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for the purpose of determining timely submittal.

1.4.4. For proposals submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered the official time for the purpose of determining timely submittal.

1.4.5. In the event of multiple submittals of an original proposal by an Offeror, the County will only consider the most recent submittal submitted before the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original proposal and to withdraw or replace any previous submittals in the event they update their proposal. Proposals may be found non-conforming if the County is unable to determine which proposal is the most recent, timely submittal.

1.5. A proposal that is untimely or otherwise not submitted in conformance with 1.4 above will not be considered for award unless: it is received before award is made; the County determines that it is in its best interest to accept the proposal; and

1.5.1. It is determined by the County that the late receipt was due solely to mishandling by the County, or

1.5.2. No timely and conforming proposal was submitted.

1.6. Proposals may not be modified after the due date, except for modifications resulting from the Contracting Officer's request for a revised proposal, Best and Final Offer (BAFO), or an addendum to the proposal.

1.7. Proposals may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. After Notice of Intent to Award, all proposals constitute firm offers, subject

to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months.

1.7.1. All proposals become the property of the County upon submission. An Offeror may request the return of its proposal upon withdrawal, which return the County may grant or deny in its sole discretion.

1.8. By submitting a proposal, Offeror agrees to these RFP Instructions and Rules and all other terms of this RFP.

2. QUESTIONS

2.1. Offerors shall direct requests for explanation regarding the RFP or related documents to the Contracting Officer in writing as a question ("Question"). Submit Questions by sending a message to the Contracting Officer through the "Discussions" functionality in BuyNet.

2.2. The County may choose not to respond to Questions received after the date and time stated Schedule. Offeror is responsible for ensuring that Questions are received by the County.

3. PROPOSAL FORMAT

3.1. Submit electronic proposals as files in .pdf format, except where specified otherwise. For pages other than signature pages, converted and searchable formats are preferred.

3.2. Proposals shall be formatted to print on 8-1/2" x 11" page size, with no less than ½" margins and eleven (11) point font and to be suitable for black and white reproduction with no loss of information.

3.3. All proposals shall be signed with a handwritten signature by an authorized officer or employee of the Offeror.

3.3.1. Electronic or digital signatures will not be accepted.

3.3.2. Pages requiring signatures must be scanned from an original handwritten signature. If Offerors are unable to submit a .pdf with scanned signatures, Offerors may optionally submit clear pictures of signature pages containing original handwritten signatures.

4. PROPOSAL ORGANIZATION

4.1. Your proposal must be organized in accordance with the Submittal Items in this RFP.

4.1.1. Content shall be organized to correspond to the applicable exhibit and question or item within each exhibit.

4.1.2. Offerors shall separate each exhibit into one or more files, clearly named as to the exhibit and order.

4.1.3. Pages shall be consecutively numbered within each exhibit at the bottom or top margin of each page.

4.1.4. Cost/Price information:

4.1.4.1. All cost and pricing information must be contained within Cost/Price exhibit and be inclusive of all proposed compensation. No price data is to be included in the Program/Technical or other exhibits.

4.2. Confidential/Proprietary information:

4.2.1. The County is a public agency subject to the California Public Records Act, Government Code § 7920.000, et seq. Some or all of the documents submitted in response to this RFP may be subject to disclosure, and the County intends to publish any resulting contracts to its public website.

4.2.2. It is Offeror's responsibility to identify and separate into a "CONFIDENTIAL/PROPRIETARY" exhibit and to provide a signed Nondisclosure Indemnification Agreement for:

4.2.2.1. all confidential information that should be protected from disclosure, including PI (Personal Information), PII (Personally Identifiable Information), or PHI (Protected Health Information), and

4.2.2.2. any proprietary or other information Offeror determines is exempt from disclosure under the California Public Records Act and wishes to protect from disclosure.

4.2.3. The "CONFIDENTIAL/PROPRIETARY" exhibit must be clearly labeled with all pages marked as "CONFIDENTIAL/PROPRIETARY"

4.2.4. Reference material in the "CONFIDENTIAL/PROPRIETARY" exhibit where it is needed to respond to a Submittal Item (for example "See response 1 contained within the "CONFIDENTIAL/PROPRIETARY" exhibit" for staff Social Security numbers").

4.2.5. If the County determines that a submission improperly designates information as confidential or proprietary, the County may, at its sole discretion: (i) deem the information releasable; (ii) declare the submission non-conforming/non-responsive; (iii) remove such information, or (iv) take any other appropriate action. (Note: pricing and terms and conditions are generally not considered confidential under the California Public Records Act).

5. PROPOSAL EVALUATION

5.1. Evaluations shall be based on the criteria contained in the Evaluation Criteria and Submittal Items to determine the proposals(s) that provide the best value to the County.

5.2. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of this Request for Proposals. The County shall also have the discretion to waive any irregularities or deviations from the requirements of this Request for Proposals in any submission.

5.3. Small-Local Business preference: The County intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 CFR § 200.319(c), a Small-Local Business preference will not be applied when evaluating offers and determining contract award. Regardless, Offerors are encouraged to complete the Small-Local Business Self-Certification form to assist with County data collection.

5.4. Small-Local Business Subcontractor Utilization: Offeror's failure to submit an acceptable Small-Local Business Subcontractor Utilization Plan at time of submittal may result in the County rejecting Offeror's proposal. Notwithstanding the foregoing, County, at its sole discretion, may elect to allow an Offeror to supplement, correct deficiencies in, or provide additional information or documentation to support its Small-Local Business Subcontractor Utilization Plan.

5.5. During evaluation, County may appropriately consider the sustainability and social, human health, environmental, and economic impact of Offeror's proposed products and approach to providing goods and services, in accordance with Board Policy B-67. Therefore, Offerors are encouraged to include relevant information in their proposals.

5.6. During evaluation, the County may appropriately evaluate the cultural competency of Offeror and Offeror's proposed approach to providing goods and services. Therefore, Offerors are encouraged to include relevant information in their proposals.

5.7. When evaluating an Offeror's cost or pricing, the County may also consider the effect of the proposal on the overall total cost to the County.

5.8. In evaluating an Offeror's ability to satisfy the requirements of this RFP and any resulting contract, the County may also consider any parent, subsidiary, or related legal entity of Offeror, including, without limitation, a legal entity that Offeror acquired or merged with or will use as a guarantor in providing services to the County.

5.9. When evaluating Offeror's proposal, County will appropriately consider the proposed purchase, acquisition, or use of goods, products, and materials produced in the United States in accordance with 2 CFR § 200.322. Offeror should include information relevant under section 200.322 in its proposal in order to be considered for such preference during evaluation.

6. EVALUATION AND SELECTION PROCESS

6.1. Proposals received, including any additions, revisions, and clarifications, will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA). The County may evaluate information known to the County, in addition to the information provided in response to the RFP.

6.2. The County reserves the right to request clarification and/or additional information ("Clarification") from Offerors. The Contracting Officer will determine the appropriate means of requesting and obtaining Clarification, which may include telephonic communication, email, letter, presentation, oral interview, or an addendum or revision to the proposal. The County may invite Offerors to make presentations to, or participate in interviews with, the County at a date, time, and location determined by the County. Notwithstanding the foregoing, the County is not obligated to seek Clarification, therefore Offerors are advised to submit complete and accurate information in their proposals.

6.3. At any point in the evaluation process, the County may determine that a proposal is unacceptable in any area or that a proposal is no longer in the competitive range, and no longer consider it for award. In such cases, the Contracting Officer will attempt to notify the Offeror.

6.4. At any point in the evaluation process, the County may hold discussions with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), or addenda to the proposal that may contain additional selection factors.

6.5. The SSC may recommend to the SSA that award be made to one or more Offerors. After receipt and approval of the SSA's decision, the County will post a Notice of Intent to Award (NOI).

6.6. Upon posting of the NOI, the County will enter into contract finalization negotiations with the selected Offeror(s) and, upon successful completion, award a contract(s).

6.7. The County may rescind or modify the NOI at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.

6.8. The County intends to expend federal funds for contract(s) resulting from this solicitation. 2 CFR § 200.324 requires that pricing and profit margin be negotiated prior to award if only one conforming proposal is received. Failure to provide sufficient cost and pricing information for such negotiations may be cause for the County to terminate negotiations.

6.9. The actual timing and sequence of events resulting from this RFP shall ultimately be determined by the County, in its sole discretion. The County may, at any time cancel this RFP, reject all proposals, restart evaluations, modify or replace the membership of the SSC, or correct any deficiencies in the procurement process or evaluation.

7. DEBRIEF AND REVIEW OF CONTRACT FILES

7.1. After an Offeror has been notified by the Contracting Officer that that Offeror's proposal is no longer being considered for award, the Offeror may request a debriefing from the Contracting Officer. For debriefings held prior to contract execution, the Offeror will be limited to a review of the information pertaining to the County's evaluation of their own proposal, in accordance with Section 9.4 of these RFP Instructions and Rules. After contract execution, debriefings may include review of other proposals, the Source Selection Committee Report, and other releasable documents.

8. PROTEST PROCEDURE

8.1. Board Policy A-97 sets forth the procedures for the filing and resolution of protests related to this RFP. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's website at https://www.sandiegocounty.gov/content/sdc/cob/ocd.html .

8.2. All protests must be filed in accordance with Board Policy A-97, which requires, among other things, that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

9. COUNTY COMMITMENT

9.1. This RFP does not commit the County to award a contract, nor does it commit the County to pay any of Offeror's costs incurred in the preparation or submission of the proposal. Further, no reimbursable cost may be incurred in anticipation of a contract award.

9.2. Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

9.3. The County reserves the right to separately procure the same or similar goods or services.

9.4. The County may withhold all information regarding this procurement until after negotiations are complete, including, but not limited to: the number of proposals received; the identity of Offeror(s); the content of proposals; the County's evaluation and results thereof; and, the identity of the members of the SSC. Information releasable after the conclusion of negotiations is subject to the disclosure requirements and withholding exemptions of the California Public Records Act.

9.5. Pursuant to County Charter §§ 703.10 and 916, award of a contract resulting from this RFP may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service

9.6. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

10. DILIGENCE AND DUTY TO INQUIRE

10.1. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFP or related documents, Offeror shall have a duty to submit a Question to the County.

10.2. Offerors are expected to perform reasonable due diligence with regard to this RFP and the work required, including, but not limited to, information that is publicly or otherwise reasonably available and, if applicable, information that can be obtained during a site visit (including verification of measurements, conditions, and other attributes). Neither the selected Offeror(s), nor any Offerors, shall be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence.

10.3. The County makes no representation or warranty, express or implied, as to the accuracy or completeness of any diligence material or other information provided by the County or any of its agents, representatives, contractors or consultants. Such information may reflect good faith assumptions, estimates, or projections, which may or may not prove to be correct.

10.4. Offeror should not rely upon oral statements made or explanations given by the County, including any oral responses to Questions or other inquiries. No prior, current, or post award communication(s) with any officer, agent, or employee of the County shall affect or modify any terms or requirements of this RFP, except as explicitly provided for in this RFP.

11. OFFEROR COMMUNICATIONS

11.1. All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFP or the Offeror's proposal, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Offerors shall not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFP or by law. Any improper contact may, at the County's sole discretion, cause the Offeror to be removed from consideration for contract award.

11.2. If Offeror issues any public announcement, or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFP process or attempts to restrain competition, Offeror may be removed from consideration for award.

11.3. Audio and/or video recording of pre-proposal conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFP are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. SOLICITING EMPLOYEES

12.1. Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

13. PROHIBITED CONTRACTS AND SUBCONTRACTS

13.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

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

13.1.2. Profit making firms or businesses in which employees described in subsection 13.1.1 serve as officers, principals, partners or major shareholders;

13.1.3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection 13.1.1, and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and

13.1.4. Profit making firms or businesses in which the former employees described in subsection 13.1.3 serve as officers, principals, partners or major shareholders.

13.2. Per Board Policy A-79, a successful Offeror that is a non-profit corporation shall not subcontract any work under the agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.

13.3. Offeror certifies that if awarded a contract under this RFP, such contract will be in compliance with Sections 13.1 and 13.2 above. Offeror shall promptly notify the County of any change in circumstance affecting these provisions.

14. CALIFORNIA REVENUE & TAXATION CODE § 18662

14.1. In compliance with California Revenue and Taxation Code § 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed Franchise Tax Board Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment from the County, new suppliers, or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

14.2. Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response remains valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should access the Franchise Tax Board websites, listed below, for tax forms and relevant information regarding non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance.

Franchise Tax Board Websites:
https://www.ftb.ca.gov
https://www.ftb.ca.gov/forms/search/

14.3. If selected for award, the Offeror must submit applicable forms to the Auditor & Controller via fax, at (858) 694-2060, or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code § 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

15. W-9 FORM

15.1. If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

(Remainder of this page left blank)

C. EVALUATION CRITERIA

Proposal Evaluation Criteria

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraph, and will be considered in the evaluation of the Offeror's written and oral proposals accordingly. Proposals should give clear, concise information in sufficient detail to allow an evaluation based on these criteria.

Criteria	Key Factors include extent to which:
Program Approach	• Offeror's proposed approach demonstrates understanding, knowledge and capability to meet requirements in a culturally responsive manner, including an effective and efficient approach in the implementation of services, data collection and performance measures of the program as outlined in the Statement of Work. • Offeror's proposed location, facility and hours of operation support the program objectives, is operationally efficient and demonstrates sustainability efforts. • Offeror's proposed implementation plan is feasible, operationally efficient and ensures proper licensing requirements are met.
Organizational Capability, Experience and Qualifications	• Offeror's proposal demonstrates relevant experience and knowledge providing the same or similar services with success as outlined in the Statement of Work (SOW). • Offeror's proposed methodology and approach clearly demonstrate the ability to meet all SOW requirements, goals, deliverables, and outcome objectives. Offeror's approach effectively addresses the needs of the target population and reflects strong equity and inclusion efforts, incorporating the voice of lived experience throughout. • Offeror's proposal demonstrates experience collaborating with small and local businesses and community partners in San Diego County, if applicable, and how these collaborations promote equity and inclusion in the communities served, and subcontracting, if proposed, offers substantial and meaningful impact or added value to the proposed approach. • Offeror's fiscal stability and any risk to the County
Cost/Price	• Price reasonableness to support the program. • Offeror's proposal provides stable, comprehensive and predictable pricing that limits pricing risk or variance to the County.
Acceptance of County's Terms and Conditions and Insurance	• The acceptance or non-acceptance of the terms and conditions, including insurance, and the extent to which any exceptions increase risk to the County. • Offeror's contract compliance, litigation, record of quality performance, and any risk to the County.

D. SUBMITTAL ITEMS

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the Submittal Requirements described by these Submittal Items. The County shall also have the discretion to waive any irregularities or variances from these Submittal Items in any submission and/or seek Clarification.

Although the Submittal Requirements below may be organized by Evaluation Criteria, the headings are only for purposes of organization and clarity. The County may evaluate the information provided under any section of the Submittal Requirements for each Evaluation Criterion (e.g., when evaluating the offeror's Technical Approach, the County is not limited to reviewing the information submitted in response to the Technical Approach section and may, for example, also rely on information submitted in response to the Offeror's Experience, Qualifications, Capacity, Competency, etc.).

Offeror's response to these Submittal Items shall be no more than thirty (30) pages, excluding supporting materials, submitted as attachments, work samples, disclosures, financials, resumes, and job descriptions. When including attachments, reference the specific supporting information in the applicable portion(s) of your narrative response.

1) EXHIBIT 1 - REQUIRED FORMS

1.1. Submit a completed and signed Offeror's Cover Page (PC600) form

- Required for all Offerors
- located at: https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC600_dpc_Offerors_Cover_Page.pdf

1.2. Submit a completed and signed Representations and Certifications form (PC601)

- Required for all Offerors
- located at: https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC601_dpc_Reps_and_Certs.pdf

1.3. Submit a completed and signed Small-Local Business Self-Certification Form (PC610)

- Required if claiming Small-Local Business Preference; All other Offerors are encouraged to complete this form to support County data collection.
- located at: https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC610_dpc_Small_Local_Self_Cert.pdf

1.4. Submit a completed Small-Local Business Subcontractor Utilization Plan (PC611)

- In accordance with Board Policy B-53, Offeror must submit a Small-Local Business Utilization Plan demonstrating that Offeror: (i) will either meet or exceed a 3% Small-Local Business Subcontractor Participation Requirement based on the total pricing/payment schedule of Offeror's submittal or show a good faith effort to do so, or (ii) is exempt from the Small-Local Business Subcontractor Participation Requirements.
- located at: https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC611_dpc_SLB_Sub_Utilization.pdf

1.5. Submit a completed and signed Nondisclosure Indemnification Agreement (PC620) (if applicable).

- Required if submitting Confidential/Proprietary Information (see RFP Instructions and Rules section 4.2)
- located at: https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC620_dpc_Nondisclosure_Indemnity.pdf

2) EXHIBIT 2 – PROGRAM/TECHNICAL EXHIBIT

SECTION 2A: PROGRAM APPROACH

2.1. Provide a statement that Offeror has read, understands, and accepts the Exhibit A - Statement of Work (SOW).

2.1.1. If Offeror has exceptions to any SOW requirements, provide a marked up redline version of the

SOW that provides applicable alternative proposed standards/language along with supporting explanation to support any alternative standards/language being proposed. By accepting, Offeror may not introduce negotiations to Exhibit A requirements upon award.

2.2. Describe how program design will demonstrate adherence to Adult System of Care Mission and Guiding Principles, Trauma-Informed System, and Harm Reduction Principles and Practices described in Sections 2.1 and 2.4. of SOW.

2.3. Describe Offeror's plan to develop and implement a Biopsychosocial Rehabilitation (BPSR) Wellness Recovery Center (WRC) that is a Short-Doyle Medi-Cal (SD/MC) certified Mental Health Clinic in the County of San Diego Health and Human Services Agency's Central/South Region to serve residents of San Diego age 18+ who have serious mental illness (SMI), including those who may have a co-occurring substance use. Design description should include the following:

2.3.1. Describe how the program design will be tailored to best meet the unique needs of the Central/South Region. Please specify the unique needs of this Region's population that the program is addressing.

2.4. Describe how the Offeror plans to tailor program services to specific populations as applicable for the Central/South Region. This includes Transition Age Youth (TAY) and Older Adults (OA).

2.5. Describe, in detail, how the Offeror's program design will achieve the outcomes as described in Section 6, Specific Requirements for Deliverables/Specifications/Service Delivery, of Exhibit A. Description should include the following:

2.5.1. Average caseload for the program.

2.5.2. How the Offeror will develop and provide a walk-in component to support both potential new clients who seek program admission during business hours and how this component will manage crisis situations for existing clients.

2.5.3. Number of unduplicated WRC Clinic Walk-In clients per fiscal year.

2.5.4. Defined mechanism for emergency mobile outreach and/or telephone consultation and/or referral of clients after hours, as clinically indicated.

2.5.5. Model of service that includes evidence-based practices (EBPs) for different client population including but not limited to TAY, Older Adult, homeless, justice involved, and high-risk clients, including model for risk stratification of clients. Risk stratification model(s) shall include 48-hour urgent response to clients (i.e. weekend hours, in-reach to hospitals, walk-in services, etc.). The model of service shall require all clinical staff to be cross-trained and able to work with any client.

2.6. Describe the proposed program location and operating hours and how the program will meet the target population as described in Section 4 of Exhibit A, Statement of Work. Offeror to include how the program will include routine and flexible weeknight and weekend hours to meet the needs of the clients, including meeting urgent response time as outlined in the Organizational Provider Operations Handbook (OPOH).

2.6.1. Proposed program name and service address.

2.6.1.1. If the proposed service site is currently under Offeror's operational control, indicate its current use(s) and licenses/certifications.

2.6.1.2. If proposed site is not known, indicate a timeline and plan for facility selection, preparation (inclusive of Tenant Improvements and licensing) and date of opening.

2.6.2. Any measures your organization has taken toward energy efficiency and sustainability in your operations.

2.7. Describe Offeror's approach and methods for achieving culturally responsive, diverse, and community-based behavioral health services in performing the SOW. Provide sufficient detail that demonstrates how the approach and methods will effectively and efficiently support the requirements, goals, and outcomes of the program.

2.7.1. Offeror shall provide a completed Attachment A, HHSA Cultural & Linguistic Diversity Plan Template, attached as a separate file on BuyNet.

2.7.2. Offeror shall provide a Human Resources Plan that includes how Offeror shall recruit, hire, and retain bilingual and culturally diverse staff, and shall provide an updated Human Resource Plan when any substantive changes have been made.

2.7.3. Offeror shall identify a process to determine bilingual proficiency of staff at a minimum in the threshold languages for the County as described in the Organizational Provider Operations Handbook (OPOH).

2.7.4. Offeror shall describe their organization's approach and methods to achieve culturally responsive, diverse, and community-based behavioral health and primary care services in performing the SOW. Provide sufficient detail that demonstrates how these approaches will effectively and efficiently meet the requirements, goals, and proposed process outcomes.

2.8. Provide a plan for program implementation. Include a Gantt chart (or a similar type of chart), with start dates and completion dates for all the actions leading up to a fully functioning program. The chart should show actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed), and milestones (significant actions and dates in the implementation) with dates in days and weeks beginning with Offeror receiving notice of award of the contract. Timeline shall extend through when first client is seen.

2.8.1. If certification is not already in place, the implementation plan should include a proposed and detailed timeline to ensure certification requirements are met prior to delivering services. (ex. Department of Health Care Services (DHCS) Licensing and Certification Applications Forms and Fees.)

2.8.2. If certifications are already in place, provide a copy of each certificate.

SECTION 2B: ORGANIZATIONAL CAPABILITY, EXPERIENCE AND QUALIFICATIONS

2.9. Offeror's Resume: Provide a resume of Offeror's experience within the last five (5) years in developing and implementing the same or similar services described in Exhibit A. If Offeror does not have experience providing the same or similar services, describe Offeror's relevant experience that demonstrates the ability to perform these services. Please include:

2.9.1. The following information for up to five (5) contracts that are most recent and relevant to the services in this solicitation, beginning with the most recent, and ending with the oldest of those selected: Dates of operation, program name, facility name and address, phone number, email address, director and contact person(s); County department for which the program(s) operated; target population; a brief description of the services provided; and annual and total contract values.

2.9.2. Detailed experience in collaborating with community partners in San Diego County, if applicable, and examples of how this collaboration promotes equity and inclusion in the communities served.

2.9.3. Offeror's history of partnering with other small or local providers in the County of San Diego. Please include current practices to ensure that local, small, minority-owned, and women-owned businesses are considered in service delivery or purchasing under this contract.

2.10. References: Provide a minimum of three (3) and no more than five (5) business references for the Offeror's most relevant similar projects or programs within the past five (5) years. County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:

2.10.1. Reference organization's name and purpose,

2.10.2. Reference organization's mailing address, phone number, and email address.

2.10.3. Contact person(s) representing the reference organization title, phone number, and email address. The reference contact person must be familiar with the Offeror, and the Offeror's relevant experience and performance.

2.10.4. Brief statement of the person's or organization's relationship to the Offeror, and the period of the relationship.

2.10.5. A summary narrative of the applicable work provided; fee and agreement term for the work; if the program's service was completed within the original agreement fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience could be beneficially applied to this project.

2.10.6. If previous work was not similar, list three (3) references who can attest to Offeror's competency

2.10.7. If Offeror lists a County of San Diego Contracting Officer's Representative (COR) or Health and Human Service Agency (HHSA) staff member as a reference, the Source Selection Committee (SSC) shall rely upon:

2.10.7.1. Compliance and performance history provided by Agency Contract Support (ACS).

2.10.7.2. HHSA staff's or COR's objective information, as documented in their contract files.

2.11. Staffing Chart: Provide a legible staffing chart that describes the Offeror's proposed program and identifies program staff positions and reporting responsibility. Offeror may combine both the organization and all identified program staff positions (by name and title, if known) and reporting responsibility. Include all proposed volunteer and other non-paid positions, if applicable. Clearly identify positions designated as bilingual.

2.12. Consultants/Subcontractors or Memorandum of Agreement Linkages: If consultants/subcontractors are to be used to meet specific requirements of the SOW under a Memorandum of Agreement (including volunteer services), provide a list of those consultants/subcontractors with the following information:

Consultants/subcontractors may include staffing registries, equipment, part-time labor, psychiatrists, clinical supervisors, etc. Please do not include copies of the subcontract agreements or memoranda of agreement.

2.12.1. Fully identify the consultant(s)/subcontractor(s), if known at the time of proposal submission, and describe, in accordance with the appropriate experience requirements specified above, the experience of each consultant/subcontractor.

2.12.2. Describe the specific program requirements to be met by the subcontractor(s), including Statement of Work references, as applicable.

2.12.3. Specify the type of contract or agreement and whether or not the consultant/subcontractor has committed to the contract or agreement.

2.12.4. If the consultant(s)/subcontractor(s) are unknown at the time of proposal submission, explain how they will be solicited and selected and anticipated timeline for selection and initiation of subcontractor/consultant services.

2.12.5. If Offeror does not propose to use consultant(s)/subcontractor(s), state as such in the response.

2.13. Job Description: Provide a one (1) page job description for each staff category utilized by the program, including all administrative, support, and direct service staff positions by position title. Identify primary duties/responsibilities, range of authority and minimum requirements for employment skills (including linguistic and cultural skills), education, experience, licenses and certifications, etc.

2.14. Staffing Requirements: Describe how Offeror will meet the staffing requirements as described in Section 5.4 Staffing Requirements and 6.14. Specific Staffing and Training Requirements in Exhibit A.

2.15. Training Plan: Provide a training plan for all proposed staff. Include type of training, description of training, length of training hours, staff categories who will attend each training, and timeframes for when initial training (and annual training, if applicable) will be completed.

2.16. Describe Offeror's experience with using an electronic database record system and/or electronic health record (EHR).

2.17. Financial Information:

2.17.1. Submit documentation demonstrating fiscal solvency and how Offeror will maintain solvency throughout the agreement term. Briefly outline the internal fiscal management processes that the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.

2.17.2. Submit, as applicable, the most current unaudited financial statements, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).

2.17.3. Submit, as applicable, the following information for the last three (3) fiscal years. Annual audit report to include:

2.17.3.1. Audited financial statements with the applicable notes.

2.17.3.2. 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.

2.17.3.3. Independent Auditor's Statement of Findings and Questioned costs

2.17.3.4. Management Letter (if applicable)

2.17.4. If Offeror does not have audited financial statements, submit unaudited financial statements for the last three (3) Fiscal Years, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).

2.17.5. Offeror may submit in place of the requested audited or unaudited financial statements for the last three (3) Fiscal Years, as listed above, copies of letters issued by Agency Contract Support verifying receipt of audited or unaudited financial statements for the last three (3) fiscal years.

2.17.6. Provide documentation that Offeror has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves.

3) EXHIBIT 3 – COST/PRICE EXHIBIT

3.1. Submit a completed Exhibit C, Payment Schedule. Pricing shall be inclusive and account for operational and overhead expenses, and any additional expenses necessary to meet the requirements as described in Exhibit A, Statement of Work.

3.2. Confirm (YES/NO) if Offeror is an incumbent provider of the services as described in this RFP.

YES ☐ NO ☐

3.3. Confirm (YES/NO) if Offeror would be a new provider of the services described in the RFP.

YES ☐ NO ☐

3.4. If Offeror answered YES to either 4.2 or 4.3 above, confirm (YES/NO) if Offeror is requesting one-time ancillary funding.

YES ☐ NO ☐

3.5. If Offeror answered YES to 3.4 above, provide a detailed plan to include the justification for the request of ancillary funds, description of ancillary funding requested, and the total requested amount. Refer to Exhibit C, Payment Schedule, Section 8 for additional information regarding ancillary funding approval, use, and limits.

4) EXHIBIT 4 – ACCEPTANCE OF TERMS AND CONDITIONS AND INSURANCE

SECTION 4A: TERMS AND CONDITIONS AND INSURANCE

4.1. The terms and conditions have been provided as part of the RFP. Offeror should respond to these

documents including Terms and Conditions and Definitions in RFP in accordance with the procedures and format set forth below.

Confirm acceptance "YES/NO" of the County of San Diego's Draft Agreement (including insurance requirements):

YES ☐ NO ☐

4.1.1. If "NO", provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that Offeror may have with the documents listed. If Offeror objects to a particular paragraph or clause, then Offeror will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms Offeror is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter-response. Simply stating that a paragraph or clause is "Not Acceptable" or proposing alternative contract terms without describing in business language the reason or rationale may be considered acceptance of that paragraph or clause. If Offeror does not identify specific concerns with a particular paragraph or clause, the County will consider the paragraph and/or clause acceptable. The County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Offeror's response to the solicitation unacceptable.

4.2. Credentialing Delegation: Confirm (YES/NO) Offeror has opted to be County Delegate for Credentialing, Re-credentialing, and Provider Enrollment. An Offeror who opts to credential, re-credential, and enroll their own staff shall comply with requirements as defined in the Organizational Provider Operations Handbook (OPOH). Offerors opting to be a Delegate are subject to County assessment and approval prior to delegation. (If answered Yes, Exhibit D, Credentialing Delegation Agreement, applies.)

YES ☐ NO ☐

4.3. Conflict of Interest for State Employees: Confirm (YES/NO) Offeror certifies understanding of, and willingness to adhere to and comply with, the State Employee Conflict of Interest requirements described in the OPOH, whereby organizations shall not utilize in the performance of County contracts any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment.

YES ☐ NO ☐

4.4. Network Adequacy Requirements: Confirm (YES/NO) Offeror certifies understanding of, and willingness to adhere to and comply with, the Network Adequacy requirements described in the OPOH, including but not limited to providing the organization's tax ID number to the Contract Officer Representative (COR) within 15 days from contract execution. Additionally, entities that are for-profit would provide the names of the organization's owner(s) and their respective ownership percentage and tax ID number of each owner.

YES ☐ NO ☐

4.5. Telehealth Requirements: Effective no sooner than January 1, 2024, all providers furnishing applicable covered services via synchronous audio-only interaction must also offer those same services via synchronous video interaction to preserve beneficiary choice.

Confirm (YES/NO) Offeror will provide Telehealth services?

YES ☐ NO ☐

If YES, review and confirm (YES/NO) to the requirements below:

Offeror certifies understanding and willingness to adhere to and comply with, the Telehealth requirements described in the Organizational Provider Operations Handbook (OPOH) whereby organizations shall utilize only allowable telehealth platforms that meet minimum setup requirements including but not limited to 1) videoconferencing technology is compliant with HIPAA requirements; 2) American Telemedicine Association (ATA) minimum standards are met (i.e., a minimum bandwidth of 384 kilobits

per second and a minimum live video display resolution of 640 x 360 pixels at 30 frames per second); and 3) Videoconference equipment conforms to applicable federal and state regulations. For each telehealth platform used, there must be a written agreement between the legal entity and the platform vendor that includes each party's responsibilities for protecting PHI.

YES ☐ NO ☐

4.6. BH-CONNECT and Behavioral Health Transformation: Confirm (YES/NO) Offeror is aware of, and agrees to work with the County on, the State's implementation of BH CONNECT and of Behavioral Health Transformation whenever applicable. These efforts may have an impact on the current requirements of this RFP, including but not limited to service delivery requirements, regulatory and compliance impacts, and fiscal provisions.

YES ☐ NO ☐

4.7. Byrd Anti-Lobbying Amendment certification: Confirm (YES/NO). Offeror certifies that it and its subcontractors will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. List as a disclosure any lobbying with non-federal funds that takes place in connection with obtaining any federal award by Offeror or Offeror's subcontractors.

YES ☐ NO ☐

SECTION 4B: ORGANIZATIONAL STABILITY AND RISK

4.8. Litigation: If applicable, provide a description of any litigation and its resolution in the past five (5) years related to the Offeror's performance. Provide a brief explanation of the reasons for the actions, their status, how they were resolved, and whether there were any penalties, fines, or other actions taken.

4.8.1. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent fiscal year. If there is no litigation to report for the most recent fiscal year, please indicate 'none' in your response.

4.8.2. List information describing the status of any lawsuits and pending litigation for Offeror and principals thereof, and a description of any litigation active in the past five (5) years related to the Offeror's past performance under agreements similar or relevant to the one proposed in this RFP.

4.8.3. Explain whether the Offeror, or any of its officers, are presently the subject of any investigations, accusations, or charges by any federal, State, or local law enforcement agencies; or licensing/ certification body as certified in Paragraph 2.6.1.1. of the Representations and Certifications form in this packet.

4.9. Provide a summary and documentation of the agreement performance and the Offeror's compliance for the last three (3) agreement years.

4.9.1. List all findings and/or corrective actions related to: In-Depth Invoice Reviews, Quality Assurance Performance Reviews (QAPR) including Quality Improvement Plans, Corrective Action Notices, or other similar reviews and/or notices of Agency-issued non-compliance. Also describe why the corrective actions were issued, their required timelines or deadlines, how they were resolved, and whether they were resolved within the required timeline or deadline.

4.9.2. Provide the history of all programs subject to a required Corrective Action, Contract Risk Report, or similar corrective action history over past three (3) years, including the program name, reason for corrective action, and corrective action timeline.

4.9.3. Provide a detailed listing of any breach or noncompliance, failure, or refusal to complete an agreement; information regarding early termination, and details of any and all liquidated damages assessed by any entity during the last three (3) years.

5) EXHIBIT 5 – CONFIDENTIAL PROPRIETARY

5.1. Include any Confidential/Proprietary Information in this exhibit, in accordance with RFP Instructions and Rules section 4.2

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E. REQUIRED FORMS

(RESERVED)

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F. STATEMENT OF WORK

1. Scope of Work/Purpose:

   1.1. As an organizational provider agency, Contractor shall provide administrative and direct program services to County's Medi-Cal clients [as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations].

      1.1.1. For clients under the age of 21, the Contractor shall provide all medically necessary specialty mental health services (SMHS) required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Institutions Code 14184.402 (d)).

   1.2. Contractor shall provide integrated behavioral health treatment and rehabilitation services to TAY age 18-25, Adults age 26-59, and Older Adults age 60+ who are enrolled in or eligible for Medi-Cal, or who are uninsured or underinsured with incomes below 200% of the federal poverty level. Biopsychosocial Rehabilitation (BPSR) principles, as described below, shall be evident and operationalized in Contractor's policies, program design, and practice. All services shall be provided in accordance with County Behavioral Health Services (BHS) policy in the areas of substance use/co-occurring disorders (COD), youth transition, and older adult services.

2. Background Information:

   2.1. Adult System of Care Mission and Guiding Principles: Adult/Older Adult Behavioral Health Services System of Care is based on Biopsychosocial Rehabilitation (BPSR) principles that have proven to be effective in reducing psychiatric hospitalization and assisting individuals diagnosed with SMI to become more productive community members. A BPSR program shall provide biopsychosocial rehabilitation and recovery services which are comprehensive, culturally competent, age and developmentally appropriate, and exemplify evidence-based and best practices in mental health services tailored to individual person's needs and choices within his/her cultural context.

   2.2. In March 2024, voters approved Proposition 1 which intends to modernize California's behavioral health delivery system, improve accountability and increase transparency, and expand the capacity of behavioral health care facilities. The Department of Health Care Services (DHCS) is implementing changes resulting from Prop 1 through Behavioral Health Transformation (BHT) which builds upon and aligns with other major behavioral health initiatives in California. Two legislative bills created the language in Prop 1, including the Behavioral Health Services Act (BHSA; SB 326) which reforms and replaces the Mental Health Services Act (MHSA; Prop 63) of 2004 to prioritize services for people with the most significant mental health needs while adding the treatment of substance use disorders (SUD), expanding housing interventions, and increasing the behavioral health workforce. It also enhances oversight, transparency, and accountability at the state and local levels.

   2.3. BHSA is comprised of 3 service components: Housing Interventions (HI), Behavioral Health Support Services (BHSS), and Full Service Partnership (FSP). During the shift from MHSA to BHSA, all sustained programs by BHS were transitioned into one of the components and are required to implement services consistent with the priorities and funding requirements of BHSA as outlined by DHCS guidance, including the BHSA Policy Manual and county-specific service needs. This program adheres to:

      2.3.1. **Behavioral Health Support Services (BHSS)** – provides an integrated delivery of early intervention services, mental health, and substance use disorder services to all ages and allows for additional components which may include workforce efforts and other critical technology.

      2.3.2. **Other Services and Supports (OSS)** – includes Children's, Adult and Older Adult Systems of Care, Workforce Education and Training (WET), Outreach & Engagement, and CFTN.

   2.4. **Harm Reduction**: On June 8, 2021, the County of San Diego Board of Supervisors approved the launch of the County's Comprehensive Harm Reduction Strategy that envisions a community where the impacts related to substance use are seen as a crisis that influences overall health, well-being, and the quality of life of the individual, families, and community, where stigma does not impede access to services, and where we realize a community free of substance use-related harms. The strategy embarked on a mission to protect San Diegans from the individual, family, and community impact of drug use by enacting a harm reduction approach towards substance use which prioritizes human dignity, saving lives, providing appropriate levels of care for people who use drugs (PWUD), and best practices in addressing substance use, and addiction.

3. Goals and Deliverables/Outcomes:

3.1. Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

3.2. As applicable, Contractor's services will support the County in the collection and reporting of systemic performance outcome measures, including Healthcare Effectiveness Data and Information Set (HEDIS®) and External Quality Review Organization (EQRO) requirements of specialty mental health, as required by Department of Health Care Services (DHCS). Measures relevant to this Agreement are indicated below:

3.2.1. EQRO Metrics

3.2.2. First Non-Urgent Appointment Offered (Standard – 10 days)

3.2.3. First Non-Urgent Appointment Rendered: MHP Defined (Standard – 10 days)

3.2.4. First Non-Urgent Psychiatry Appointment Offered (Standard – 15 days)

3.2.5. First Non-Urgent Psychiatry Services Rendered: MHP Rendered (Standard – 15 days)

3.2.6. Urgent Services Offered (Including all Outpatient Services), Prior Authorization not required (Standard – 48 hours)

3.2.7. No Show Rate-Psychiatry: MHP Defined (Standard – 20%)

3.2.8. No Show Rate-Clinician: MHP Defined (Standard – 15%)

3.2.9. Psychiatric Inpatient Readmission Rate: 7 and 30 days (Standard – N/A)

3.2.10. Follow-up Services After Psychiatric Hospitalization: 7 and 30 days (Standard – 3 days)

3.3. Healthcare Effectiveness Data and Information Set (HEDIS®) measures

3.3.1. Follow-up After Emergency Department Visit for Mental Illness (FUM)

3.3.2. Follow-Up After Hospitalization for Mental Illness (FUH)

3.3.3. Antidepressant Medication Management (AMM)

3.3.4. Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP)

3.3.5. Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA)

4. Target Population and Geographic Area:

4.1. Target Population: Contractor shall provide the services described herein to the following target population:

4.1.1. Contractor's BPSR program shall provide the services described herein to adults, older adults and TAY 18 years of age and older who have experienced serious mental illness (including those with co-occurring substance use conditions) and who are enrolled in or eligible for Medi-Cal, or who are uninsured or underinsured with incomes below 200% of the federal poverty level.

4.1.2. Contractor's BPSR program shall outreach to and engage with the specific cultural and ethnic community groups in the Region that the program serves.

4.2. **BHSA Eligible Populations** – Contractor shall ensure that clients who receive services funded by BHSA meet BHSA Eligibility criteria, which are aligned with SMHS access criteria specified in W&I Code section 14184.402, subdivision (c) and implemented in DHCS guidance.

4.3. **BHSA Priority Populations** – Contractor shall prioritize, but not limit, BHSA services for the priority populations listed below:

4.3.1. Eligible adults and older adults who satisfy one of the following:

4.3.1.1. Are chronically homeless or experiencing homelessness or at risk of homelessness

4.3.1.2. Are in, or at risk of being in, the justice system

4.3.1.3. Are reentering the community from state prison or county jail

4.3.1.4. Are at risk of conservatorship

4.3.1.5. Are at risk of institutionalization

4.4. Geographical/Regional Service Area(s):

4.4.1. **[*Offeror to Propose*]**

4.5. Facility Address(es):

Facility	Service Address	Days and Hours of Operation
[*Offeror to Propose*]	**[*Offeror to Propose*]**	**[*Offeror to Propose*]**

5. General Requirements for Deliverables/Specifications/Service Delivery:

5.1. Conformity with State and Federal Laws and Regulations.

5.1.1. Medi-Cal Transformation

5.1.1.1. Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and sub-regulatory guidance, as from time to time amended, including but not limited to:

5.1.1.1.1. California Code of Regulations, Title 9;

5.1.1.1.2. California Code of Regulations, Title 22;

5.1.1.1.3. California Welfare and Institutions Code, Division 5;

5.1.1.1.4. United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;

5.1.1.1.5. United States Code of Federal Regulations, Title 45;

5.1.1.1.6. United States Code, Title 42 (The Public Health and Welfare), as applicable;

5.1.1.1.7. Balanced Budget Act of 1997;

5.1.1.1.8. Health Insurance Portability and Accountability Act (HIPAA); and

5.1.1.1.9. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County's, state or federal contracts governing client services.

5.2. Contractor shall provide medically necessary covered specialty mental health services, as defined in the DHCS Billing Manual available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.

5.3. Services and Access Provisions

5.3.1. Certification of Eligibility. Contractor shall refer to the requirements in the BHS Financial & Eligibility Manual.

5.3.2. Contractor shall comply with requirements as specified in the Organizational Provider Operations Handbook (OPOH), including but not limited to:

5.3.2.1. Access to Services

5.3.2.1.1. Access to Specialty Mental Health Services

5.3.2.1.2. Medical Necessity

5.3.2.1.3. Assessment

5.3.2.1.4. Co-occurring Treatment and No Wrong Door

5.3.2.1.5. Coordination of Care

5.3.2.2. Discharge Criteria and Process

5.3.2.3. Service Authorization

5.4. Staffing Requirements

5.4.1. Minimum Requirement. Contractor shall maintain staffing levels and composition that comply with regulatory requirements governing the levels and service types provided, and aligned with any fidelity requirements, as applicable.

5.4.2. Additional Requirement. Contractor's staffing infrastructure shall ensure:

5.4.2.1. Program capacity and availability as measured by:

5.4.2.1.1. Access Times

5.4.2.1.2. Member Eligibility and Penetration Rates

5.4.2.2. Appropriateness of service provision as measured by:

5.4.2.2.1. Member Contacts and Approved claims

5.4.2.2.2. Initiation and Engagement rates

5.4.2.2.3. Member retention rates

5.4.2.2.4. Psychiatric Inpatient Utilization

5.4.2.2.5. Timely Transitions in Care

5.4.2.2.6. Client/Member Satisfaction

5.5. Documentation Provisions

5.5.1. Contractor shall comply with documentation requirements as specified in the OPOH and Uniform Clinical Record Manual (UCRM) including but not limited to:

5.5.1.1. Chart documentation

5.5.1.2. ICD-10

5.5.1.3. Problem List

5.5.1.4. Treatment and Care Plans

5.5.1.5. Progress Notes

5.5.1.6. Transition of Care Tool

5.5.1.7. Telehealth

5.6. Internal Auditing:

5.6.1. Contractor shall comply with requirements as specified in the OPOH, including but not limited to instituting and conducting a Quality Assurance Process (QAP) for all SMHS services provided. QAP shall include, at a minimum, a system for verifying that all services provided and claimed for reimbursement meet SMHS definitions and be documented accurately.

5.7. Client Protections

5.7.1. Contractor shall comply with requirements as specified in the OPOH, including but not limited to:

5.7.1.1. Grievances, Appeals, and Notices of Adverse Benefit Determination

5.7.1.2. Advanced Directives

5.7.1.3. Continuity of Care

5.8. Program Integrity

5.8.1. Contractor shall comply with requirements as specified in the OPOH, including but not limited to:

5.8.1.1. Credentialing and Re-credentialing of Providers

5.8.1.2. Screening and Enrollment Requirements

5.8.1.3. Provider Application and Validation for Enrollment (PAVE)

5.8.2. Compliance Program: At all times during the term of this contract, Contractor shall maintain and operate a compliance program that meets the minimum requirements for program integrity as set forth in 42 CFR 438.608 (Code of Federal Regulations), and as further described in the OPOH. Failure to establish and maintain a compliance program as required by this clause shall be considered a material breach of contract. Contractor shall comply with applicable Compliance and Confidentiality requirements as described in the OPOH.

5.8.3. Integrity Disclosures: Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, disclosures related to persons convicted of crimes, and disclosures of any prohibited affiliations in the form and manner requested by the County, by the Effective Date as set forth in 42 CFR 455.104-106 and 42 CFR 438.610, and further described in the OPOH.

5.9. Quality Improvement Program. Contractor shall comply with requirements as specified in OPOH, including but not limited to:

5.9.1. Quality Improvement Activities and Participation

5.9.2. Network Adequacy

5.9.3. Timely Access

5.9.3.1. Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

5.9.4. State-required Surveys

5.9.5. Practice Guidelines.

5.9.6. Reporting Critical Incidents and Non-Critical Incidents

5.9.7. Additional Final Rule Provisions

5.9.7.1. Non-Discrimination

5.9.7.2. Physical Accessibility

5.9.7.3. Applicable Fees

5.9.7.4. Cultural Competence

5.9.7.5. Client Informing Materials

5.9.7.6. Provider Directory

5.10. Client Rights. Contractor shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

5.11. Right to Monitor

5.11.1. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this Agreement.

5.11.2. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees,

and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

5.11.3. The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).

5.11.4. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

5.11.5. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

5.11.6. Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.11.7. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.

5.11.8. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records to County staff.

5.11.9. Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.

5.11.10. Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

5.11.11. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

5.11.12. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.

5.11.13. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.

5.11.14. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

5.12. Contractor shall support the County in promoting access to care through efficient use of state and county resources by meeting the following requirements which are further outlined in the BHSA Policy Manual:

5.12.1. Ensure that BHSA funds are used efficiently by leveraging other funding sources, such as Medi-Cal and commercial insurance, to maximize care delivery without duplicating funding efforts. BHSA funds shall not be used to fully cover services that are eligible for payment under Medi-Cal or commercial insurance.

5.12.2. If Contractor delivers services that are both BHSA-funded and covered by the County's Medi-Cal Behavioral Health Delivery System (BHDS), the contractor must:

5.12.2.1. Participate in the County's Medi-Cal BHDS including Medi-Cal enrollment and certification, as applicable.

5.12.2.2. Check Client Insurance Status:

5.12.2.2.1. Inquire about and verify client enrollment in Medi-Cal and Other Health Coverage as outlined in the BHSA Policy Manual and BHS OPOH.

5.12.2.2.2. For uninsured individuals, providers should refer them for eligibility screening.

5.12.2.3. Consistently Bill Medi-Cal BHDS:

5.12.2.3.1. Contractor must submit claims for Medi-Cal eligible services, in accordance with Medi-Cal billing rules.

5.12.2.3.2. Make a good faith effort to seek reimbursement from Medi-Cal Managed Care Plans (MCP) for covered non-specialty mental health services (NSMHS) and non-specialty SUD services.

5.12.3. When delivering a BHSA-funded service that is covered by commercial health plans, Contractor shall make a good faith effort to meet the following requirements:

5.12.3.1. Check Insurance Status: Check whether individuals are enrolled in a commercial health plan.

5.12.3.2. Consistently Bill Commercial Insurance: Make a good faith effort to seek payment from commercial health plans, in accordance with each health plan's billing requirements, including obtaining prior authorization from the plan, when applicable. This may include seeking a network provider agreement.

5.12.3.3. Report Complaints About Commercial Health Plan Conduct: If a commercial health plan imposes obstacles to obtaining payment, Contractor shall report complaints to the Department of Managed Health Care (DMHC), the Department of Insurance (CDI), and/or DHCS' Third-Party Liability and Recovery Division (TPLRD), as applicable.

5.13. Program must include culturally responsive and linguistically appropriate interventions. These interventions must be able to reach underserved cultural populations and address specific barriers related to racial, ethnic, cultural, language, gender, age, economic, or other disparities in mental health and substance use disorder treatment services access, quality, and outcomes.

6. Specific Requirements for Deliverables/Specifications/Service Delivery:

6.1. Contractor clinic shall be accessible by public transportation and shall be in compliance with Americans with Disability Act (ADA) and California State Administrative Code Title 24.

6.2. Hours of Operation.

6.2.1. Hours of operation shall be tailored to meet the needs of the target population and shall include routine, walk-in, and flexible weeknight and weekend hours to meet the needs of the clients, including meeting urgent response time as outlined in the OPOH.

6.2.2. Contractor's clinic shall have a defined mechanism for after hours in case of crisis, emergency needs, and/or referral of clients. Contractor may use ACL, which is available 24 hours a day, 7 days a week. The ACL performs telephonic risk screening and appropriate intervention and/or referrals.

6.2.3. Contractor shall limit office closure to only holidays observed by the County of San Diego, unless authorized by the County.

6.2.4. Contractor shall not change hours of operation or location from those listed in this Statement of Work (SOW) without written approval from the Contracting Officer's Representative (COR). Prior to any change in location, the COR reserves the right to conduct a site visit(s), inspect the facility plans, and approve the location and any budget and/or service delivery impact which may result from the proposed move to a new location/facility.

6.3. Contractor shall provide evidence-based practices (EBPs), such as Dialectical Behavior Therapy (DBT), Cognitive Behavior Therapy (CBT), Motivational Interviewing (MI), Trauma-Informed Care (TIC), Eye Movement Desensitization Reprocessing (EMDR), Illness Management, Seeking Safety, Social Skills training, and Solution Focused Therapy for different client populations including but not limited to TAY, Older Adult, co-occurring, homeless, justice involved, and high risk clients, including model for risk stratification of clients. Risk stratification model(s) shall include 48-hour urgent response to clients (i.e. weekend hours, in-reach to hospitals, walk-in services, etc.). The model of service shall ensure all clinical staff to be cross-trained and able to work with any client.

6.4. Contractor shall use a multi-disciplinary approach and incorporate treatment, mental health education, and skill building activities into the program. Contractor services shall be age appropriate, demonstrating an understanding of developmental stages and designed to meet the various developmental needs of clients served.

6.5. Referrals, collaborations and linkage to all relevant and available family support services and community resources to enhance consumer well-being and independence shall be provided as needed.

6.6. Walk-In Services. Contractor shall provide a walk-in component for existing and new clients who arrive at the program requesting services and/or have urgent needs, a minimum of forty (40) hours per week. If the contractor has satellite locations, then at least one location must provide forty (40) hours of walk-in services. At the time of walk-in, clients will be assessed to determine their level of need. Services shall include screening and triage for all individuals and crisis intervention as needed. Walk-in services may also include same day assessment and psychiatric evaluation services for those individuals who meet criteria for urgent services and the County's definition of the target population.

6.6.1. Contractor shall develop a walk-in clinic discharge aftercare plan, to include follow-up with client to ensure client is connected to services.

6.7. Mobile Outreach. Mobile outreach is defined as providing outreach and engagement to clients in the community, their homes, or other locations outside of the clinic. Mobile outreach services may be provided to unconnected new referrals, clients based on risk stratification, and/or client's level of disengagement. Services may include assessment and case management to provide a warm hand-off for clinic services, or the most appropriate level and type of care.

6.7.1. Contractor shall provide care coordination services, including mobile outreach as needed, that integrate mental health and rehabilitation treatment and recovery services for individuals who are Seriously Mentally Ill (SMI) to improve their mental health and quality of life in the community.

6.8. Care Coordination. Care coordination is defined as the deliberate organization of client care activities/services between two or more providers (internal and external) to facilitate timely and appropriate delivery of services.

6.8.1. Contractor shall initiate, develop and maintain working relationships with providers in the community for various levels of care, treatment and resources with that goal of linking clients with available community resources, including providers of substance use services, to support clients in the community.

6.9. Contractor shall accept referrals from the COR or designee when needed to decrease wait time at another provider site.

6.10. Self Sufficiency. Contractor shall promote client self-sufficiency by providing educational opportunities for clients in programs/services such as client self-help and advocacy organizations, transit (e.g., San Diego Metropolitan Transit System), benefits (e.g., Social Security Administration), housing (e.g., local housing authorities), money management (e.g., payee services), and physical healthcare (e.g., HHSA's Healthy San Diego program).

6.11. Contractor shall use the Level of Care Utilization System (LOCUS) tool as identified by BHS for BPSR clients (or other tool as identified by the County) in the manner and frequency described in the OPOH.

6.12. Contractor shall perform utilization management functions for all clients. Staff shall screen and/or assess clients to determine medical necessity and clinically appropriate services based on need. The LOCUS will be used as part of the program's utilization management process as described in the OPOH.

6.12.1. Clinical staff shall identify a plan for discharge of clients at the beginning and throughout the treatment process and those found to be clinically stable shall have individualized transition plans to graduate clients to community health centers, health plans, primary care physicians, and/or other community-based services as clinically indicated.

6.13. Process Objectives. Contractor shall maintain capacity to provide services to an average caseload of **[*Offeror to propose*]** clients in BPSR services at any point in time.

6.13.1. Caseloads should not exceed caseload ratio expectations outlined in the OPOH.

6.13.2. Contractor shall maintain capacity to provide services to a minimum of **[*Offeror to propose*]** unduplicated walk-in clients per fiscal year.

6.14. Specific Staffing and Training Requirements.

6.14.1. Program Management. Contractor shall be responsible for the designation of a Program Manager to provide day-to-day operation of the Program and is program representative as primary contact for the COR and other County staff. Program Manager shall be accessible to County staff by telephone and by email during business hours.

6.14.2. Contractor shall provide the COR with an organizational chart identifying Program Manager, key personnel, and reporting relationships when contract is executed, and within 72 hours of any changes to organizational structure.

6.14.3. Peer Support Services. Contractor shall have Peer Support Specialist staff supporting clients in the program. Contractor shall refer to and align with the OPOH for Peer Support Specialist training and certification requirements.

6.14.4. Walk-In Component. Contractor shall provide Walk-In services wherein staffing may include Clinician, Case Manager, Nurse, and/or Prescribing staff.

6.14.5. Clinical staffing ratios. DHCS has established specific practitioner-to-member ratio standards for mental health services to ensure adequate access to care. Contractor shall ensure that these ratios should not exceed those outlined in the OPOH.

6.14.6. Contractor shall comply with other applicable training requirements as directed by COR.

7. Data Collection, Reporting, and Evaluation Requirements:

7.1. Contractor shall comply with regulatory requirements as described in the OPOH.

7.1.1. Contractor shall complete all reporting and evaluation activities and comply with any additional data requests that may be made by COR.

7.2. Contractor shall comply with the County of San Diego Health and Human Services Agency (HHSA) research policies and procedures that require any research projects involving records, clients, staff, or locations of (or affiliated with) HHSA or its contractors to be reviewed. For BHS, this requires review and approval by the BHS Research Committee. BHS approval shall be obtained prior to implementation and/or participation in a research study. Approval may also include a MOU between researcher and HHSA.

7.3. RESERVED

7.4. Contractor shall comply with any additional data requests to support the County's submission of the annual Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR).

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G. PAYMENT SCHEDULE

1. The County rates for Providers that bill Medi-Cal are based on a percentage of the Department of Health Care Services (DHCS) Medi-Cal Behavioral Health rates and shall be adjusted accordingly to align with current DHCS Medi-Cal Behavioral Health Fee Schedule which is available at https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx

   The County's Mental Health Outpatient rates are published at: CalAIM for BHS Providers (optumsandiego.com), and shall designate the rates effective date.

   This contract shall utilize the following:

   County Base Rate: Approximately 75% of State Rate (45% for Licensed Physician)

   County Modifier(s):

   - BPSR Program
     - BPSR Modifier – Approximately 5% of State Rate (excluding Interpreter and Licensed Physician)

2. Services are to be billed in units or as a flat rate (up to the maximum allowable time) in alignment with corresponding CPT or HCPCS codes, depending on the type of service, in accordance with the DHCS Specialty Mental Health Services Medi-Cal Billing Manual. The contractor may utilize the following provider types and service modalities:

Bio-Psychosocial Rehabilitation Programs (BPSR)
Clinical Nurse Specialist - Individual & Group
LPHA (MFT LCSW LPCC) / Intern or Waivered LPHA (MFT LCSW LPCC) – Individual & Group
Licensed Psychiatric Technician - Individual & Group
Licensed Vocational Nurse - Individual & Group
Medical Assistant - Individual & Group
Mental Health Rehabilitation Specialist - Individual & Group
Nurse Practitioner - Individual & Group
Occupational Therapist - Individual & Group
Other Qualified Providers: Other Designated MH staff that bill Medi-Cal - Individual & Group
Peer Support Specialist – Individual & Group
Physician Assistant – Individual & Group
Psychologist/Pre-licensed Psychologist – Individual & Group
Registered Nurse (RN)– Individual & Group
Registered Pharmacist - Individual & Group
Psychiatrist/Contracted Psychiatrist/Licensed Physician (MD) – Individual & Group
Interpreter Services – Individual & Group
Interactive Complexity

3. Contractor shall be paid based on the established County rates as specified in Section 1, in accordance with the DHCS Specialty Mental Health Services Medi-Cal Billing Manual's midpoint rule, meaning that a unit associated with a code is attained when the mid-point is passed. The invoice shall utilize the appropriate County published rates that aligns with the rates effective date. The invoice shall reflect the total units of service (TUOS) provided during the invoice month and year-to-date and match the TUOS or designated report from the Electronic Health Record (EHR).
4. Monthly invoices shall be reconciled on a year-to-date basis to align with State-approved/processed Medi-Cal units as well as County-approved claims. A final reconciliation of units shall occur within 13 months after the end of each contract term, with adjustment to payments as indicated.
5. The maximum available funding for the initial contract term of twelve (12) months and four (4) option years is inclusive of the ancillary funding listed in Section 6 below to be utilized during the first 90 days following execution of the contract.
6. **Ancillary Payment:**
   - 6.1. Subject to availability of funding and County approval, ancillary funding may be accessed within the first 90 days of the initial term of the contract, with any exception to the timeline requiring written justification and written COR pre-approval.
     - 6.1.1. Up to ten (10%) of the initial contract amount, not to exceed $150,000 (New Program or New Service Provider)
       - 6.1.1.1. Up to five (5%) of the initial term contract amount, not to exceed $75,000 (Incumbent Provider – For purposes of this procurement, "Incumbent Provider" is defined as one that will continue to provide the

BPSR area services.)

6.1.2. Requests for ancillary funding exceeding the threshold may be available upon request subject to COR pre-approval.

6.1.3. Ancillary funding is included in the initial term contract maximum amount.

6.2. Contractor shall be reimbursed at cost for ancillary expenditures.

6.3. Contractor shall provide a detailed plan for how the ancillary funding will be spent and obtain written COR approval before incurring expenses.

6.4. Ancillary funds may be used for the following:

6.4.1. Minor equipment

6.4.2. Supplies and materials

6.4.3. Licenses and permits

6.4.4. Tenant improvements

6.4.5. Cost of staff hiring (New Program or New Service Provider)

6.4.6. Initial staff training and development related to a new program or operation, excluding ongoing training. (New Program or New Service Provider)

6.4.7. Staffing costs for first ninety (90) days (New Program or New Service Provider)

6.4.8. Operational costs for first ninety (90) days (New Program or New Service Provider)

6.5. Ancillary expenditures are not subject to indirect cost.

6.6. Contractor shall procure County-approved ancillary goods and services, excluding program staffing and operational costs, through competitive measures by obtaining a minimum three (3) quotes.

6.7. Contractor shall provide a log of expenditures along with invoices of purchased items made during the billing period for reimbursement. Information provided shall include:

6.7.1. Description of expenditure.

6.7.2. Total cost of expenditure

6.7.3. For purchased item(s), purchase price and date including description of the competitive measures undertaken to make the purchase.

6.7.4. Backup documentation to reflect the competitive measures taken.

6.8. All non-expendable property acquisitions are subject to the requirements set forth in Section 2.6. of the Contract Services Agreement.

7. **Pricing Summary:**

Term	**Annual Contract Maximum (Not to Exceed)**
Initial Term: July 1, 2026 – June 30, 2027 ☐ Inclusive of ancillary funding not to exceed ***[Offeror to propose]*** ☐ No ancillary funding requested	
County Option 1: July 1, 2027 – June 30, 2028	
County Option 2: July 1, 2028 – June 30, 2029	
County Option 3: July 1, 2029 – June 30, 2030	
County Option 4: July 1, 2030 – June 30, 2031	
Total Contract Maximum	

H. DRAFT AGREEMENT

The County's contract with the successful Offeror(s) will be based upon the following Draft Agreement, structured as follows:

Draft Agreement
- Exhibit A – Statement of Work
- Exhibit B – Insurance Requirements
- Exhibit C – Payment Schedule

Exhibits A (Statement of Work) and C (Payment Schedule) will be added during contract finalization. Offerors will be deemed to have accepted the Draft Agreement and Statement of Work, except where an Offeror has taken clear exception in its proposal in accordance with and when provided for in the Submittal Items.

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COUNTY CONTRACT NUMBER [*#Insert Number]*
AGREEMENT WITH [*#CONTRACTOR'S NAME]* FOR
BIOPSYCHOSOCIAL REHABILITATION (BPSR) WELLNESS RECOVERY CENTERS

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 **[*enter full corporate title, business structure (obtain from contractor - e.g. "a California corporation," "a California limited liability company," "a California public benefit corporation"), located at (complete address)]*** ("Contractor"), with reference to the following facts:

RECITALS

A. The County, by action of the Board of Supervisors Minute Order No. 7 dated June 9, 2026 authorized the Director of Purchasing and Contracting, to award a contract for Biopsychosocial Rehabilitation (BPSR) Wellness Recovery Centers.

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

C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.

D. The Agreement shall consist of:

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

E. 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:** Biopsychosocial Rehabilitation (BPSR) Wellness Recovery Centers

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

1.4 **OPTION TO EXTEND:** The County shall have the option to extend the term of this Agreement for four (4) increments of one year(s) (each an "Option Period"), for a total of four (4) years beyond the expiration of the Initial Term, not to exceed June 30, 2032. 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.

1.4.1 Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

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 ***[write out amount]*** ($######) ("Maximum Agreement Amount").

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.

2.1.3 Behavioral Health Services Funding Source Requirements. Contractor shall adhere to all Behavioral Health Services policies and requirements, and any modifications thereof, applicable to the type of work performed and funding source(s) involved. The terms of this Agreement shall take precedence over any conflicting terms in such policies and requirements, and Contractor shall promptly notify the COR upon discovery of any such conflict. Such policies and requirements can be found at https://optumsandiego.com/ and include, but are not limited to, the following:

2.1.3.1 Mental Health Services

2.1.3.1.1 Organizational Provider Operations Handbook (OPOH)

2.1.3.1.2 Financial Eligibility and Billing Procedures – Organizational Providers Manual

2.1.3.2 Substance Use Disorder Services (Alcohol and Drug Services)

2.1.3.2.1 Substance Use Disorder Provider Operations Handbook

2.1.3.2.2 Drug Medi-Cal Billing Manual

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, 13, 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 RESERVED

2.4.4 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").

4.2 Compensation.

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. Completed fixed-price deliverables may be invoiced upon acceptance.

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.

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.

4.4 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 Partial Payment. 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 Withholding of Payment. 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 Disallowance. 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 Maximum Price. 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 Overpayments. 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 Availability of Funding. 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 Rate of Expense. 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.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting 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 2.7 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.

9.3.6 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 10.12.4 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 10.12.2.

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 $750,000 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.

13.9 RESERVED

13.10 FEMA-Required Provisions.

13.10.1 Access to Records. The following access to records requirements apply to this Agreement:

13.10.1.1 The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

13.10.1.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13.10.1.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

13.10.1.4 In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13.10.2 DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

13.10.4 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

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

13.10.6 Contract Work Hours and Safety Standards Act Supplement.

13.10.6.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

13.10.6.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 13.10.6.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 13.10.6.1 of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 13.10.6.1 of this section.

13.10.6.3 Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 13.10.6.2 of this section.

13.10.6.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 13.10.6.1 through 13.10.6.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 13.10.6.1 through 13.10.6.4 of this section.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

14.1. Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:

14.1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"

14.1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website, including:

14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;

14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;

14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;

14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;

14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and

14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.

14.1.3. Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2. Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA. 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

14.2.1. "Business Associate," when applicable, shall mean the Contractor.

14.2.2. "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.

14.2.3. "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.

14.2.4. "Covered Entity," when applicable, shall mean the County.

14.2.5. "Security incident" shall have the same meaning as defined by the State Agreements.

14.3. Responsibilities of Contractor. 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.

14.3.1. Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII

14.3.2. Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.

14.3.3. Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.

14.3.4. Cooperation with County. 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

14.3.5. Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.

14.3.6. Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:

14.3.6.1. Initial Report.

14.3.6.1.1. Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

14.3.6.1.2. Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.

14.3.6.1.3. Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal within one (1) business day for all breaches and suspected security incidents.

14.3.6.2. Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.

14.3.6.3. Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.

14.3.7. Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.

14.3.8. Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

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 ten (10) 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, ten (10) 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, 13, 15, and 16.

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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.

Signature blocks will be added at contract award.

CONTRACTOR:

COUNTY OF SAN DIEGO:

EXHIBIT B – INSURANCE REQUIREMENTS

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 $5,000,000 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 ($5,000,000).

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.

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 sub contractor'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.