



Apprenticeship Network

Request for Proposals (RFP), issued by the Policy and Innovation Center for a Lead Agency to establish and administer the **Behavioral Health Apprenticeship Network** in San Diego County, a program of the [ELEVATE Behavioral Health Workforce Fund](#).

Request for Proposal (RFP) Issued	May 23, 2025
Bidder's Conference	May 30, 2025
Final Day to Submit Questions	June 6, 2025
Proposals Due	July 2, 2025 @ 11:59pm PT
Finalist Interviews	July 14-16, 2025
Anticipated Award Notification	July 21, 2025
Contract Start	August 15, 2025

Proposal must be received no later than
11:59 p.m. (PT)
July 2, 2025

This procurement is being administered by the Policy and Innovation Center (PIC) and its partner, Trailhead Strategies (Trailhead) through California Mental Health Services Act (MHSA) Innovation Funding allocated by the County of San Diego Health and Human Services Agency, Behavioral Health Services. PIC is committed to equal opportunity in its contracting process. Auxiliary aids and services are available upon request to individuals with disabilities.



Population Specific Services RFP

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A. OVERVIEW

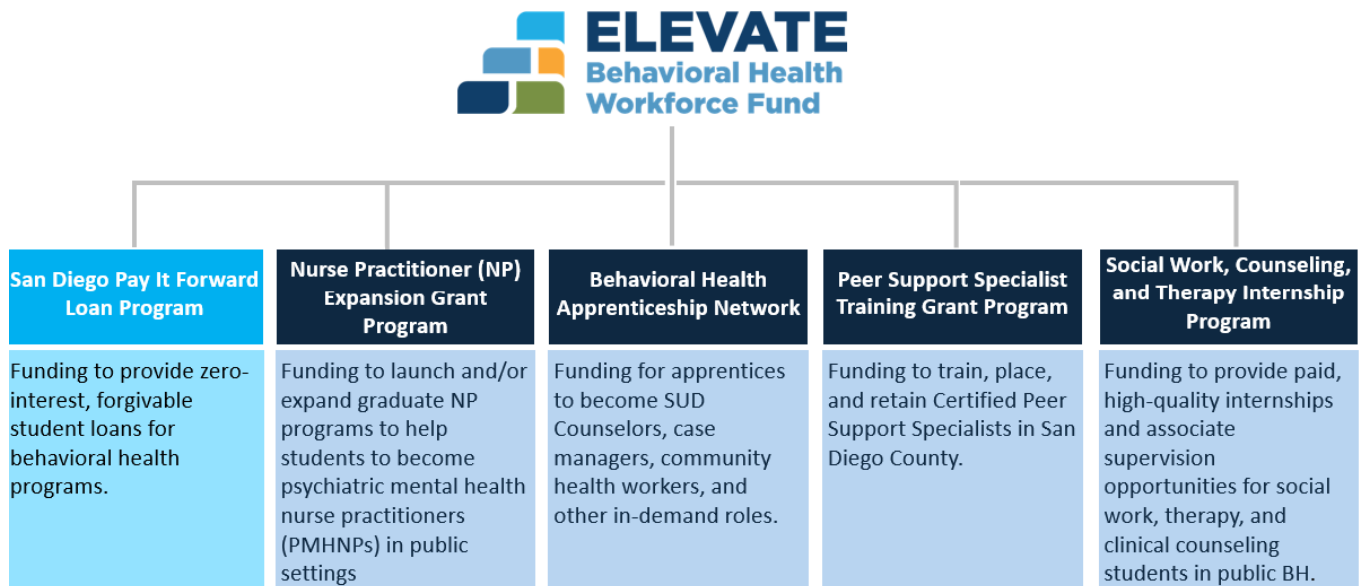
1. OVERVIEW OF THE ELEVATE BEHAVIORAL HEALTH WORKFORCE FUND

San Diego County is facing an unprecedented behavioral health workforce crisis. According to the 2022 San Diego Behavioral Health Workforce Report, the region is currently short more than 8,000 behavioral health professionals across 11 high-priority occupations. This shortage affects the region's ability to provide critical mental health and substance use disorder services and timely access to effective, culturally responsive care, especially for vulnerable populations.

The ELEVATE Behavioral Health Workforce Fund (the Fund) was created by the County of San Diego Health and Human Services Agency, Behavioral Health Services (BHS) to invest approximately \$75M in California Mental Health Services Act (MHSA) Innovation Funds to help address the critical shortage of behavioral health professionals in San Diego County. The Fund prioritizes occupations that serve residents with severe mental illness (SMI), severe emotional disturbance (SED), and substance use disorder (SUD), within county-funded programs, regardless of their ability to pay for care. Target occupations the Fund is designed to support includes, but is not limited to:

- Psychiatric Mental Health Nurse Practitioners (PMHNPs)
- Licensed Clinicians, including Social Workers, Marriage and Family Therapists, and Clinical Counselors
- Substance Use Disorder Counselors
- Certified Peer Support Specialists
- Community Health Workers
- Unlicensed Case Managers, Outreach Workers, and Other Direct Service Professionals

The ELEVATE Behavioral Health Workforce Fund will support five programs, described below, to help behavioral health professionals start, advance, and succeed in public behavioral health careers.



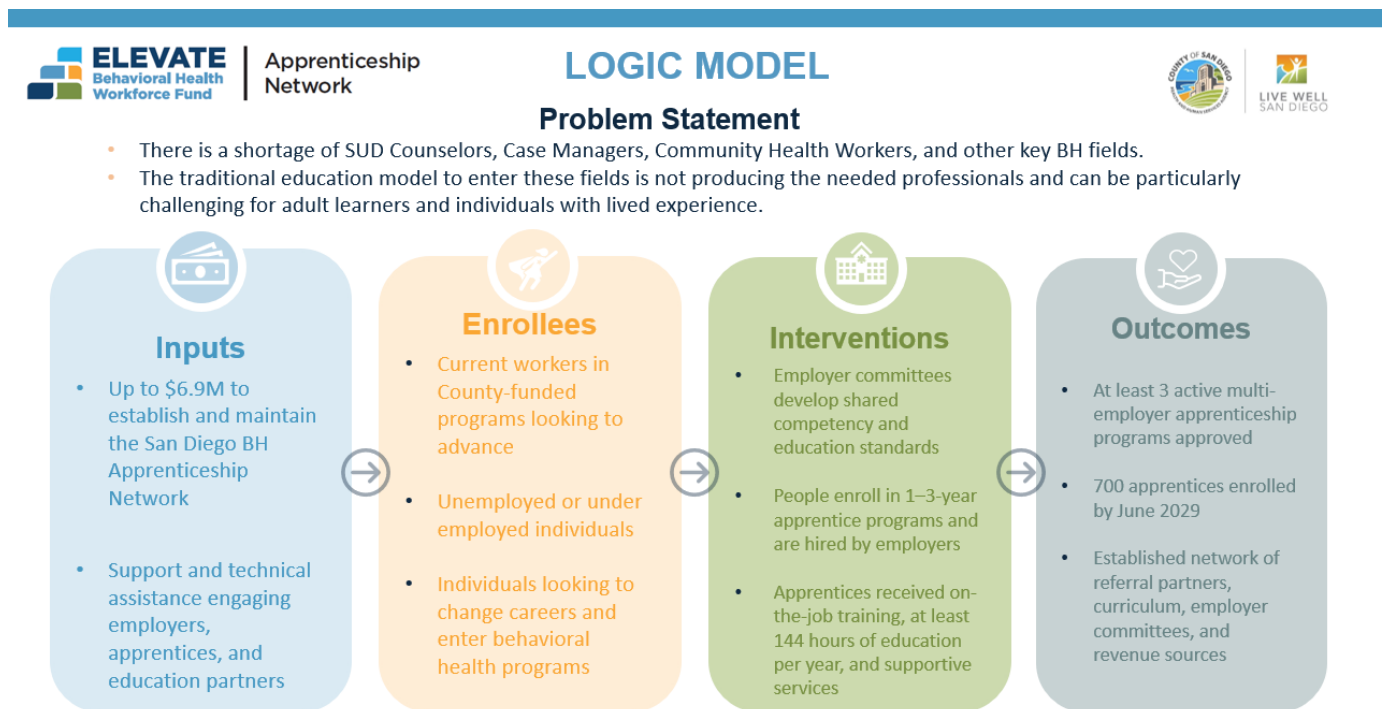
The Policy & Innovation Center (PIC), along with its partners Trailhead and Social Finance, were selected by the County of San Diego to design these programs and administer these funds. More information about the ELEVATE Behavioral Health Workforce Fund can be found here ([link](#)).

2. PURPOSE OF RFP

PIC is soliciting proposals to identify a single lead agency to establish and administer the San Diego Behavioral Health Apprenticeship Network, a program of the ELEVATE Behavioral Health Workforce Fund. The vision is to build a coordinated, multi-employer apprenticeship network that advances equity, strengthens the workforce pipeline, and creates sustainable pathways into behavioral health careers. The goal of the Apprenticeship Network is to recruit, enroll, place, and support **700 apprentices** in behavioral health registered apprenticeships in San Diego County by June 30th, 2029. Apprentices will be enrolled in multi-employer registered apprenticeship programs in the following occupations:

- Substance Use Disorder Counselors (SOC code 21-1011)
- Community Health Workers (SOC code 21-1094)
- Social and Human Service Assistants (e.g., case manager) (SOC code 21-1093)
- Additional occupations as determined by employer committees.

Below is logic model for this program investment that outlines the problem this program is trying to solve, the inputs from the Fund, the target beneficiaries, the interventions of the program, and the expected outcomes.



3. FUNDING AMOUNT AND CONTRACT TERM

Up to \$6,909,652 is potentially available through this RFP for the period of July 1, 2025 – June 30, 2029. This includes \$500,000 in start-up funds and performance-based payments linked to apprenticeship milestones. The contract may be renewed annually for three (3) consecutive years, based on performance, funding availability, and County renewal.

Funding availability is subject to change, and may be increased or decreased based on the

program's performance, changes to the program model, the performance of other programs in the Fund, and the availability of funds.

4. PROJECT TIMELINE

There are three main phases in the project.

- a. **Phase 1: Contract Start-Up:** Upon contract signature, lead agency can request up to \$500,000 in start-up costs on a cost reimbursement basis to establish the San Diego Behavioral Health Apprenticeship Network.
- b. **Phase 2: Apprenticeship Enrollment Period: (July 1st, 2025 – June 30th, 2029):** Four year period in which apprentices registered as part of the network are eligible for performance based payments when hitting specific program milestones.
- c. **Phase 3: Post-Enrollment Follow-Up Period: (July 1st, 2029 – June 30th, 2032):** Three year period in which the lead agency can invoice for performance-based payments for apprentices enrolled during the apprenticeship enrollment period. This period is subject to change, based on performance in the program to date, availability of funding, and subject to contract negotiations prior to the beginning of the post-enrollment follow-up period contract.

5. ELIGIBLE LEAD AGENCY

a. Eligible lead agencies

The following types of entities are eligible to apply:

- I. 501(c)3 non-profit organizations
- II. Workforce development boards
- III. Labor-management partnerships or joint apprenticeship training committees (JATCs)
- IV. Accredited community colleges or universities
- V. Public K-12 educational agencies or consortia
- VI. State-registered or federally recognized apprenticeship sponsors
- VII. Behavioral health associations or coalitions (must be a legal entity).

b. Required experience of lead agency

- I. Direct experience sponsoring, operating, or providing technical assistance to a registered apprenticeship program in the past five years with the US Department of Labor (DOL) and/or California Division of Apprenticeship Standards (DAS).
- II. At least 3 years of experience convening cross-sector partnerships, including employers, education providers, and community-based organizations, to address workforce challenges.
- III. At least 3 years of experience managing public funds for large-scale workforce projects.

- IV. Demonstrated commitment to equity-centered recruitment and retention strategies that prioritize priority populations underrepresented in the workforce.

c. Preferred qualifications of lead agency

- I. Experience developing or scaling healthcare apprenticeships, particularly in behavioral health or allied health fields.
- II. Existing standards approved for one or more of the target occupations.
- III. Relationship with county-funded behavioral health providers in San Diego County.
- IV. Registered a healthcare apprenticeship program with the California Division of Apprenticeship Standards in the last three years.
- V. Actively managing large apprenticeship programs (100+ apprentices enrolled) for non-traditional occupations (e.g., healthcare, manufacturing, IT) in California.

6. REQUIRED PARTNERSHIPS

A successful apprenticeship network will have active partnerships, contracts, and collaborations with county-funded behavioral health employers, education and training providers, and referral and supportive service partners. Below is a summary of the roles and responsibilities each type of partner will need to play in a successful apprenticeship network. Some partners may play multiple roles. The lead agency is expected to actively create and maintain partnerships to expand the network throughout the project.

Lead Agency (Selected through this RFP)		
<ul style="list-style-type: none"> Establish the San Diego Behavioral Health Apprenticeship Network Bring multi-employer apprenticeship programs online Serve as the apprenticeship sponsor and/or support apprenticeship sponsor(s) Generate and distribute revenue across the network 		
County-funded behavioral health employers	Education and training providers	Referral and supportive service partners
<ul style="list-style-type: none"> Participate in apprenticeship employer committees, providing input on curriculum, program design, and hiring requirements. Interview, select, hire and pay apprentices as W-2 employees. Refer current workers to become apprentices. Provide structured and safe on-the-job training, supervision and mentorship to apprentices. Provide appropriate 	<ul style="list-style-type: none"> Incorporate input and feedback from employer committees into coursework. Adjust program offerings as needed to meet the needs of employer partners (e.g., schedule, enrollment process, modality). Deliver Related Supplemental Instruction (RSI), (at least 144 hours a year) of classroom instruction. Support apprentices to pass necessary exams and get industry recognized certifications (e.g., registered 	<ul style="list-style-type: none"> Outreach, screening, and referral of apprentices to the program sponsor. May provide formal or informal pre-apprenticeship training to prepare individuals to become successful apprentices. Provide support for apprentices, including career coaching, mentorship, childcare assistance, transportation, tutoring, financial planning, and other services. Co-enroll apprentices in other

<p>accommodations for apprentices to complete required coursework.</p> <ul style="list-style-type: none"> • Provide pay increases as apprentices complete program milestones and receive certifications. 	<p>Substance Use Disorder Counselor).</p> <ul style="list-style-type: none"> • May refer apprentices, support licensure exam preparation and fees, provide other students supports. 	<p>programs to provide additional support and resources to the network (e.g., WIOA Title I, CalFresh E&T).</p>
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B. SCOPE OF WORK

The lead agency will be responsible for establishing and operating the San Diego Behavioral Health Apprenticeship Network. The Network will serve as a countywide hub for developing, registering, and managing multi-employer registered apprenticeship programs for behavioral health occupations. The scope of work reflects national best practices and is designed to ensure quality, scale, and sustainability.

1. TARGET GOALS

PIC is soliciting proposals to identify a single lead agency to establish and administer the San Diego Behavioral Health Apprenticeship Network with the goal of **registering 700 apprentices** in behavioral health apprenticeships in San Diego County by June 30th, 2029. Apprentices will be enrolled in multi-employer registered apprenticeship programs in the following occupations:

- Substance Use Disorder Counselors (SOC code 21-1011)
- Community Health Workers (SOC code 21-1094)
- Social and Human Service Assistants (e.g., case manager) (SOC code 21-1093)
- Additional occupations as determined by employer committees.

To avoid duplication, the expectation is that the lead agency will make good-faith efforts to work with existing programs operating in San Diego County that have apprenticeship standards registered by the US Department of Labor and/or CA Division of Apprenticeship Standards.

2. REQUIRED ACTIVITIES

a. Establish the San Diego Behavioral Health Apprenticeship Network

- Hire a full-time Behavioral Health Apprenticeship Director based in San Diego County. This person must be available for regular in-person meetings in San Diego County and will be the primary point of contact for PIC and Trailhead during the project.
- Build a core team of support staff and partners that bring subject matter expertise in healthcare apprenticeship program development, employer engagement, education partner engagement, community engagement, and apprenticeship compliance and reporting. Member(s) of the team should have knowledge of the San Diego workforce development and apprenticeship ecosystem that is currently in place.
- Develop a website for the San Diego Behavioral Health Apprenticeship Network that includes, at minimum, information about the program, information for employers to learn about and express interest in hiring apprentices, an opportunity for interested apprentices to apply, an opportunity for education and community partners to participate in the

network, and information for partners about upcoming events and partnership opportunities. The website will follow all ELEVATE Behavioral Health Workforce Fund branding guidelines.

- IV. Partner with PIC, Trailhead and other community partners to educate county-funded behavioral health providers, institutions of higher education, k-12 school districts, American Job Centers of California, CalWORKs Welfare-to-Work providers, CalFresh Employment and Training providers, and community-based organizations about the apprenticeship network and how their organizations can engage with the program.
- V. Set-up, facilitate, and manage regular multi-employer apprenticeship committees with county-funded behavioral health providers for each target occupation. These committees will develop or validate apprenticeship standards, provide feedback on program design and education partner requirements, discuss revenue sharing arrangements, and provide overall guidance to the program. A list of eligible employers can be found in Attachment A.

b. Develop and register multi-employer apprenticeship programs

- I. Identify existing and/or develop new registered apprenticeship standards for multi-employer apprenticeship programs for **Substance Use Disorder Counselor** (SOC: 21-1011), **Community Health Worker** (SOC: 21-1094), **Social and Human Service Assistant** (SOC: 21-1093), and additional occupations as prioritized and determined by employer committees.
- II. Submit any new or revised standards through the US DOL Office of Apprenticeship (OA) for approval.
- III. Submit any new or revised standards through the CA Division of Apprenticeship Standards (DAS) after approval by US DOL Office of Apprenticeship. **Note:** Apprentices enrolled in US DOL approved programs will count toward the enrollment goals even if approval by DAS is in process.
- IV. Identify training providers to serve as related supplemental instruction (RSI) partners for each apprenticeship program, considering cost, schedule, curriculum, student outcomes, long term sustainability, experience in apprenticeship, and delivery modalities (in-person, hybrid, remote).
- V. Engage and identify partners that can provide referrals, prepare individuals for the program through formal or informal pre-apprenticeship training, and provide supportive services to apprentices.
- VI. Align training standards with behavioral health competencies and credentialing/licensure requirements.

c. Serve as the apprenticeship sponsor and/or support apprenticeship sponsor(s)

- I. Identify, recruit, register, and place 700 apprentices in county-funded behavioral health provider sites as the apprenticeship sponsor and/or as a technical assistance provider to the apprenticeship sponsor(s). See Attachment A for more information on eligible employer sites.
- II. Provide or connect apprentices with supportive services, such as work appropriate

clothing, transportation, childcare, computer, exam fees, career coaching, and other services to support persistence and completion in the apprenticeship program. Lead agency should make best efforts to complete this activity in conjunction with existing public employment and education systems, including, but not limited to, the public community college system and the American Job Center network overseen by the San Diego Workforce Partnership.

- III. Provide employers with support and technical assistance to effectively onboard, supervise, and support apprentices as they learn the necessary skills and competencies required to complete the program.
- IV. Provide training partners with support and technical assistance to effectively enroll and support apprentices as they learn the necessary skills and competencies required to complete the related supplemental instruction portion of the program.
- V. Monitor and report on apprenticeship progress to employer committees, PIC, and Trailhead, making necessary adjustments to program policies and procedures as necessary.
- VI. Responsible for all data entry in the Registered Apprenticeship Partners Information Database System (RAPIDS), the system of record for this project.
- VII. Responsible for all applicable federal and state registered apprenticeship compliance reporting on behalf of participating employers and apprentices.

d. Generate and distribute revenue across the network

- I. Submit apprenticeship outcomes documented in RAPIDS to receive performance payments through the Behavioral Health Workforce Fund.
- II. Make reasonable efforts to work with the CA Division of Apprenticeship Standards to apply for and secure Apprenticeship Innovation Funds (AIF) and/or similar funds to support the San Diego Behavioral Health Apprenticeship Network.
- III. Make reasonable efforts to work with the San Diego Workforce Partnership and its network of American Job Centers of California to explore co-enrolling apprenticeships in Workforce Innovation and Opportunity Act (WIOA) Title I Adult, Dislocated Worker, Youth programs that could provide additional resources for on-the-job training, tuition and exam costs, career coaching, and other supportive services.
- IV. Make reasonable efforts to work with the County of San Diego's Health and Human Services Administration CalWORKs Welfare-to-Work providers to explore referral and co-enrollment opportunities that could provide additional resources for on-the-job training, tuition and exam costs, career coaching, and other supportive services.
- V. Make reasonable efforts to work with the County of San Diego's Health and Human Services Administration CalFresh Employment and Training (CalFresh E&T) providers to explore referral and co-enrollment opportunities that could provide additional resources for on-the-job training, tuition and exam costs, career coaching, and other supportive services.
- VI. Partner with PIC and Trailhead to identify and pursue other federal, state, local, and

philanthropic funding sources to enhance, sustain, and expand the San Diego Behavioral Health Apprenticeship Network.

- VII. Negotiate and execute agreements with employer committees, training providers, and other partners to distribute earned funds across the network. Keep records of each agreement and make available to PIC and Trailhead upon request.

e. Ensure program quality and compliance

- I. Monitor all apprenticeship programs for fidelity, compliance and outcomes.
- II. Maintain data systems required by DOL and DAS.
- III. Submit regular reports to PIC and participate in continuous improvement process.

3. REPORTING AND RECORD KEEPING

The lead agency will be responsible for all record keeping and reporting on the program outcomes, services, and progress. PIC and Trailhead will provide the lead agency with reporting templates for the following:

a. Monthly performance and financial reports

PIC/Trailhead will develop excel templates for the key performance indicators (KPIs) of the project, including, but not limited to, the name, unique participant ID, and basic demographics of:

- I. Apprentices enrolled during the reporting period, by apprenticeship program and employer
- II. Apprentices hitting mid-point wage progression during the reporting period, by apprenticeship program and employer
- III. Apprentices completing programs, by program and employer
- IV. Apprentices that discontinued the program, by apprenticeship program and employer
- V. Performance-based funds earned during reporting period based on rate card
- VI. Cumulative totals of the above KPIs for the project to date
- VII. Project milestones and success during the report period
- VIII. Project challenges and risks
- IX. Technical assistance, partnership, and support needs from PIC and Trailhead Strategies

b. Quarterly impact reporting

Every four months, the lead agency will be responsible for a written report completing a deeper analysis of the demographics, employer partners, education outcomes, rate of co-enrollment with other public programs, and other measures to be developed collaboratively with the lead agency and

PIC. This information will then be used for quarterly discussions, where the lead agency and PIC will discuss the report, which shall include metrics, employer and apprenticeship details, and financial metrics. During these quarterly meetings, PIC, Trailhead, and the lead agency will discuss the following:

- I. How is the project performing against the original financial and impact goals?
- II. Which target populations, geographies, or employers is the project serving well? Which is the project struggling to reach?
- III. How well is the apprenticeship network integrating with existing public education and training systems and funding streams?
- IV. Are there any partnerships that need to be developed or strengthened?
- V. What operational, policy, communications, or budget adjustments might be needed?

PIC and Trailhead will develop the spreadsheet for this request in tandem with the lead agency at the onset of the project. This template may also be informed by the third-party evaluation of the ELEVATE Behavioral Health Workforce Fund, led by the University of California San Diego (UCSD) evaluation team.

c. Program and financial audit

PIC and/or Trailhead reserve the right to conduct program and financial audits of the program and the lead agency, which may include, but are not limited to:

- I. Request and review audited financial statements of the lead agency
- II. Conduct audits of case records and case files of individual apprentices
- III. Review all backup documentation for any funds issued as cost-reimbursement
- IV. Review all agreements, contracts, and MOUs with partners associated with the project
- V. Conduct qualitative interviews with program applicants, apprentices, employers, education partners, and community partners
- VI. Investigate complaints from program participants or partners, including reviewing all records, emails, or documents related to the program and contract
- VII. Request and review all other information to verify the program is being managed in accordance with all applicable federal, state, and local laws and regulations.

The lead agency will be given notification of a program and financial audit in writing, with a clear checklist of items to be reviewed. It will be the lead agency's responsibility to provide all requested items and engage with PIC and Trailhead during the program and financial audit process on behalf of the network.

4. BRANDING AND COMMUNICATION

As described in **Section 2A above**, the lead agency will be responsible for developing and maintaining a website, developing flyers and collateral to communicate the program to potential

participants, employers, and partners, leading presentations about the program, and conducting other outreach and engagement activities. All public facing materials used by the lead agency and its partners must include:

- I. Approved ELEVATE Behavioral Health Workforce Fund logo(s)
- II. Approved ELEVATE Behavioral Health Workforce Fund style guidelines
- III. Approved ELEVATE Behavioral Health Workforce Fund templates

The lead agency will also be expected to support PIC and Trailhead, as directed, in promoting the program through local press releases, events, advertising and marketing campaigns (e.g., identifying a participant to share their experience).

The lead agency shall not be authorized to lead press engagements, elected official engagements, advertising or marketing campaigns unless expressly directed and authorized by PIC. It is expected press engagement, elected official engagement, advertising, and marketing campaigns to the public generally will be led by PIC and its designee(s).

C. PAYMENT TERMS AND BUDGET

PIC estimates **up to \$6,909,652** will be available to establish the network and provide performance payments for apprentices enrolled in registered apprenticeship programs that are part of the network between July 1st, 2025, to June 30th, 2029. These funds are expected to be allocated in two ways:

1. COST-REIMBURSEMENT FOR CONTRACT START-UP

Upon contract signature, lead agency can request **up to \$500,000** in start-up costs on a cost reimbursement basis to establish the San Diego Behavioral Health Apprenticeship Network. These costs must be used to pay and hire staff and contractors to establish operations, develop the website, set up application and enrollment, convene employer committees, submit standards for new programs, and conduct other start-up activities. Each month, the lead agency will be required to provide itemized accounting for these costs for payment.

2. PERFORMANCE-BASED PAYMENTS

The ELEVATE Behavioral Health Workforce Fund will award the remaining funds, approximately \$6.4M, through performance-based payments to the lead agency based on achievement of apprenticeship outcomes for apprentices enrolled in participating apprenticeship programs between **July 1st, 2025, and June 30th, 2029 (the enrollment period)**. Performance payments will be made for apprentices enrolled during the enrollment period that hit payment milestones until June 30th, 2032.

Payments will be issued for apprentices who are enrolled in eligible registered apprenticeship programs and who meet the milestones outlined in the schedule below. Higher payments will be provided for apprentices who meet priority population criteria. Proposers may either indicate in their proposals these terms are acceptable or can propose alternative performance-based payment schedules.

Cost-Reimbursement	Amount	
Start-Up and Network Management Costs: Cost-reimbursement expenses to hire staff, establish operations, develop online presence, set up application and enrollment, convene employer committees, submit standards for new programs, and conduct other start-up activities.	Up to \$500,000	
Performance Payments	Amount (non-priority population)	Amount (priority population)
Apprentice Enrollment: Validated enrollment record in the Registered Apprenticeship Partners Information Database System (RAPIDS), submitted on monthly invoice with evidence of employment with a San Diego County public BH provider. Documentation of priority population required for increased payment.	\$2,000	\$2,500
Mid-Point Completion / Wage Increase: Apprentice completes at least half of the apprenticeship program and receives at least one wage increase from employer, documented in RAPIDS.	\$2,000	\$2,500
Apprenticeship Completion: Apprentice completes program and receives wage increase to journey worker wages and industry recognized certification.	\$4,000	\$5,000

3. PRIORITY POPULATIONS

Eligible priority populations and the planned documentation required at apprenticeship enrollment for higher payment are listed below. Final documentation requirements are subject to change in consultation and negotiation with selected lead agency during contract negotiations.

Item	Documentation Requirements
New Hires from Under-resourced Individuals and Communities	New Hires Only
Individuals eligible and enrolled in Medi-Cal, CalWORKs, CalFresh, or WIOA Title I Adult, Dislocated Worker, or Youth programs	Official eligibility determination or similar correspondence indicating active eligibility and participation within the last 6 months.
Qualify as low income or unemployed	50% or less of area median income (AMI) as documented by pay stubs, tax return, or unemployment benefit eligibility.
Reside in census tracts rated below a "50" score as "Less Healthy" by the	Home address provided is in a zip code that is rated below the 50 th percentile score in the Healthy Places Index

Item	Documentation Requirements
Health Places Index ¹ .	(www.healthypacesindex.org) at the time of enrollment.
Individuals with language competency	New Hires and Incumbent Workers
Proficiency in County threshold languages including Spanish, Somali, Arabic, Chinese (Mandarin), Korean, Persian (incl. Farsi and Dari), Tagalog, Vietnamese	Signed self-attestation the individual can communicate with non-English speakers that speak one or more threshold languages, and can provide behavioral health services in one or more of these languages.
New Hires with lived experience	New Hires Only
Lived Experience for themselves or a loved one	Signed self-attestation the individual or a loved one has lived experience with substance use disorder, severe mental illness (SMI) and/or is currently receiving care in the public behavioral health system.
New Hires from Other Priority Population	New Hires Only
Veteran	DD-214 (Certificate of Release or Discharge from Active Duty) or VA eligibility papers.
Individual involved in the criminal justice system	Official release papers, parole or probation status documents.
Formerly involved in the foster system	Verification letter from County of State of California.
Individual with a disability	Statements from doctors, therapists, or other medical professionals on their letterhead, records or letters from government agencies that issue disability benefits, statements or records from vocational rehabilitation counselors.

4. OPPORTUNITY TO PROPOSE ALTERNATIVE PAYMENT STRUCTURE

Applicants may propose adjustments to this structure if they provide a compelling rationale, reasonable, and defensible alternative payment approach.

D. SUBMISSION FORMAT

To ensure a consistent and fair evaluation process, all proposals must follow the submission format outlined below. Incomplete submissions or those not following the specified format may be disqualified. In no more than 20 pages, please submit a proposal with the following information:

1. TRANSMITTAL LETTER

- Please include the legal name of the Lead Agency submitting the bid, type of legal entity, address, and Federal Employer Identification Number (FEIN).
- Please include the name, title, email, and phone number of the primary point of contact for this for this submission. This person should be authorized to negotiate and make decisions on behalf of the organization.

¹ <https://www.healthypacesindex.org/>

- c. Signed by an authorized representative.

2. EXECUTIVE SUMMARY

- a. Summarize your vision, qualifications, and key strategies for launching and sustaining the San Diego Behavioral Health Apprenticeship Network.

3. ORGANIZATIONAL QUALIFICATIONS AND EXPERIENCE

- d. Please provide an overview of the lead agency, including years of relevant experience, type of legal entity, location(s), and other relevant information to the project.
- e. Please provide a summary of the lead agency's experience and performance leading apprenticeship programs and networks, including a summary of at least three specific project examples relevant to the scope of work with information on funding amount, partners, scope of work, and outcomes.
- f. Highlight experience convening multi-employer partnerships and managing large-scale, multi-year initiatives.
- g. Please provide an organizational chart and brief biographies of lead agency staff and partners who will be dedicated to the project, including their project roles.

4. APPROACH TO SCOPE OF WORK

Please provide a summary of the lead agency's approach to accomplishing the scope of work listed in **Section B. Scope of Work**, including:

- a. The occupations the lead agency or its partners have existing standards approved by DOL and/or DAS, and which occupations the lead agency will need to develop and submit new standards for approval. **Note:** Bidders are encouraged to include existing approved standards or drafts for target occupations they plan to use (either their own or a partner) as an attachment to the RFP in a zip file along with letters of support and established agreements. These attachments do not count against page limits.
- b. Approach to the tasks listed in *Section B.2.a: Establish the San Diego Behavioral Health Apprenticeship Network*.
- c. Approach to the tasks listed in *Section B.2.b: Bring multi-employer apprenticeship programs online*.
- d. Approach to the tasks listed in *Section B.2.c: Serve as the apprenticeship sponsor and/or support apprenticeship sponsor(s)*.
- e. Approach to the tasks listed in *Section B.2.d: Generate and distribute revenue across the network*.
- f. Approach to the tasks listed in *Section B.3: Reporting and Record Keeping*.
- g. A workplan for the first 12 months of the project, with key milestones and anticipated apprenticeship enrollment targets by program.
- h. Describe strategies for engaging employers, training providers, and priority populations.

- i. Outline planned supports for apprentices and quality assurance measures.

5. EMPLOYER, TRAINING PROVIDER, AND COMMUNITY PARTNERSHIPS

- a. Please provide a summary of the partnerships the lead agency currently has with county-funded behavioral health employers (see Attachment A for eligible employers), training and education providers, and other community partnerships for this project.
- b. Bidders are encouraged to highlight specific partnerships that may provide unique or exceptional value to the goals of this project.
- c. Please include any letters of support or executed or draft MOU/contracts in a separate zip file. Letters of support do not count towards page limits.

6. PAYMENT TERMS

- a. Please indicate if the payment terms outlined in **Section C. PAYMENT TERMS AND BUDGET** are acceptable.
- b. Please outline any questions, comments, or discussion items related to the payment terms or proposed documentation requirements for priority populations the lead agency has for PIC and Trailhead.
- c. If proposing an alternative payment schedule, please propose it here and include a justification for suggested changes.

7. DISCLOSURES AND EXCEPTIONS (IF APPLICABLE) P RESPONSE AND

- a. If applicable, please list any actual or potential conflicts of interest, exceptions to the RFP or General Provisions, or pending litigation as outlined in **Section G. MISCELLANEOUS**.

E. RFP PROCESS

1. BIDDER'S CONFERENCE | MAY 30, 2025

A virtual bidders conference will be held on May 30th from 9am to 10am PST, 2025. Interested bidders can register at the below link:

[ELEVATE Behavioral Health Apprenticeship Network | Bidder's Conference](#)

The PIC and Trailhead team will provide an overview of the RFP and answer questions related to the project goal and the procurement process. The bidders conference will be recorded and posted on the ELEVATE Behavioral Health Workforce Fund website ([link](#)).

2. QUESTION AND ANSWERS

Potential bidders can submit written questions to the RFP on or before June 6, 2025, to ELEVATE@Trailheadstrat.com. Please include the following in the subject line:

Subject Line: RFP #2 - BH Apprenticeship Network | Question(s) | {Name of Organization}

Responses to questions received will be posted on or before June 13, 2025, on the ELEVATE Behavioral Health Workforce Fund website ([link](#))

3. RFP SUBMISSION | ON OR BEFORE JULY 2 @ 11:59 PST, 2025

Final submissions must be submitted via email to ELEVATE@Trailheadstrat.com on or before July 2, 2025, 11:59 PST. Submissions should include:

- (Required) A single PDF or MS Word file that is 20 pages or less.
- (Optional) A single zip file with existing apprenticeship standards the lead agency plans to use and signed letters of support or executed MOUs or Agreements with employer, education and training, and community partners.

4. FINALIST INTERVIEWS | JULY 14th – 16th, 2025

After scoring the proposals, the selection panel may, but is not obligated, to conduct virtual interviews the week of July 14th – 16th, 2025. The expectation will be for 2-4 project key personnel will be in attendance.

F. EVALUATION

1. PANEL

The evaluation panel will consist of 3-5 representatives from the ELEVATE Behavioral Health Workforce Fund administration team, which includes PIC, Trailhead Strategies, and Social Finance.

2. WRITTEN SCORING

Proposals will not be solely judged on cost, and PIC is under no legal obligation to begin contract negotiations with the lowest bid. Each proposal will be judged on its overall merits, experience of the organization and criteria below.

Category	Points Possible
Organizational Qualifications and Experience	30
Approach to Scope of Work*	30
Employer, Training Provider, Community Partnerships**	30
Payment Terms***	10
Total Written Proposal	100
Finalist Interviews (if necessary)	25

*Existing standards and documented leveraged resources included in the optional zip file will be considered as part of this scoring category in addition to the required narrative response.

**Letters of commitment, agreements, MOUs, and other documents submitted in the optional zip file will be considered as part of this scoring category in addition to the required narrative response.

***Accepting the payment terms proposed in the RFP or proposing alternative payment terms that offer similar or a higher value to the program – in the sole discretion of the evaluation panel - will receive 10 points in the “*Payment Terms*” category. Proposing an alternative payment structure that is deemed to offer lower value to the program – in the sole discretion of the evaluation panel – will be given a score between 0 and 9 based on the evaluator’s judgement of the value and impact on the project of the proposer. A failure to accept the payment terms and failure to provide an alternative approach may result in the proposal being deemed non-responsive.

3. FINALIST INTERVIEW SCORING

The evaluation panel may, but is not obligated, to conduct finalist interviews. Each evaluator will be present during finalist interviews, and will receive up to 25 additional points based on the presentation of their proposal and responses to panel member Q&A.

4. SELECTION

PIC intends to enter into contract negotiations with the proposer with the highest combined score on the written proposal and finalist interview. All applicants will be notified of the status of the submission on or before July 31st and will be given an opportunity to request feedback on their proposal.

5. APPEAL

Only respondents to this RFP may appeal the results if the procurement process was violated in some manner resulting in material disadvantages for the appellant. An appeal will not be allowed to contest individual scores, the rating system, disqualification, or dissatisfaction with the evaluation results. A written letter of appeal will be sent to ELEVATE@Trailheadstrat.com, including evidence for appeal and the specific relief sought.

The written appeal must be received by PIC and Trailhead within five (5) business days from the date appellant was notified of the RFP results. An appeal review panel appointed by the PIC CEO will review the appeal, may collect additional information, and may request a meeting with the respondent and other partners, and/or use other methods to gather relevant information. Once all the information is gathered and reviewed, the panel will issue a written decision to the appellant. The decision of the appeal review panel will be final.

G. MISCELLANEOUS

1. NO OBLIGATION AS A RESULT OF RELEASING RFP

While it is the intent of PIC to enter contract negotiations with the highest scoring bidder, PIC, nor its partner Trailhead or the County of San Diego, is under any obligation to enter into a contract as a result of this Request for Proposal (RFP) at any point during the process. PIC, nor its partner Trailhead Strategies or the County of San Diego is responsible for any costs incurred by the respondents in the preparation of responses to this RFP.

This RFP does not commit PIC or Trailhead to accept any proposal or execute an agreement with any bidders, and PIC reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award the contracts in whole or in part as is deemed to be in the best interest of PIC. PIC reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of PIC.

2. RIGHT TO CANCEL OR AMEND THE RFP

PIC reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. PIC also reserves the right to modify the RFP process and timeline, as necessary. Notice of cancellations or amendments will be posted on the ELEVATE Behavioral Health Workforce Fund website. It is the responsibility of the respondent to check the website regularly for updates or amendments.

3. CONFLICT OF INTEREST

Respondents must include any actual or potential conflicts of interest in their proposals that could compromise their ability to operate an effective program or that may have given them an unfair advantage in the RFP process. This includes actual conflicts, where a proposer's interests (financial, contractual, organizational, or otherwise) directly conflict with the interests of PIC, Trailhead Strategies, Social Finance, or the County of San Diego or potential conflicts that could be reasonably perceived as potentially creating an unfair advantage or compromising impartiality.

Disclosure of actual or potential conflicts do not automatically disqualify the respondents; however, PIC reserves the right to evaluate proposals based on facts surrounding such actual or potential conflicts. PIC reserves the right to take action on proposers who fail to disclose actual or potential conflicts, including but not limited to, disqualification of the proposal.

4. EXCEPTIONS TO THE RFP AND SAMPLE CONTRACT

The RFP, any addenda, and the respondent's response shall also become part of any ensuring contract between PIC and the respondent. The respondent shall indicate in its proposal any exceptions that the respondent takes to the terms and conditions in **Attachment 2 – Sample Contract** or to any of the contents of this RFP. Contract terms required by the respondent must be included in the proposal.

5. RESPONDENT DISCLOSURE OF PENDING LITIGATION

Respondents, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration that will impact their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the respondents on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to the PIC in the proposal. Disclosure of litigation will not automatically disqualify the respondents; however, PIC reserves the right to evaluate proposals based on facts surrounding such litigation or arbitration.

6. EXCLUSION, DEBARMENT, AND MEDI-CAL SANCTIONS CHECK

Prior to contract award, PIC may verify the “List of Excluded Individuals” maintained by the federal Health and Human Services Agency who are ineligible to work in federally funded healthcare programs, the federal “Debarment List” maintained by the General Services Administration, System of Award Management, and the “Medi-Cal Suspended and Ineligible list” maintained by California’s Department of Health Care Services. If the organization or personnel proposed for this project appear on any of these three exclusion, debarment, or Medi-Cal sanctions list, PIC reserves the right to discontinue contract negotiations, require the individual be removed from the project, or take other appropriate steps in the best interest of PIC, Trailhead, and the County of San Diego .

7. PUBLIC RECORDS AND RESTRICTION ON DISCLOSURE

Any information deemed confidential or proprietary by the respondent must be clearly marked and identified by respondent as such and include an explanation of why such information is exempt from disclosure under applicable law. Such identified confidential or proprietary information will be protected and treated with confidentiality to the extent permitted by law.

Information not protected from disclosure by law will be considered a public record. Proposals will be received, maintained, and disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act.

Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Respondents should be aware that the PIC is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government code §§6250 et.seq. and the Freedom of Information Act, 5 U.S.C. §552).

PIC, Trailhead Strategies, or the County of San Diego is under no obligation to notify respondent of requests for release of information or that PIC releases unless PIC receives a request for information previously marked and identified by respondent as confidential or proprietary. If PIC receives a request for release of such previously marked and identified confidential or proprietary information, PIC will notify respondent of such request to allow respondent to challenge such request consistent with applicable law. Respondent, by submission of materials marked confidential or proprietary, expressly acknowledges and agrees that neither PIC, nor Trailhead Strategies or the County of San Diego will have any obligation or liability to the respondent in the event a court of competent jurisdiction compels the disclosure of these materials.

H. ATTACHMENTS

ATTACHMENT A: ELEVATE BEHAVIORAL HEALTH FUND ELIGIBLE EMPLOYERS

The San Diego Behavioral Health Apprenticeship Network is designed to place apprentices in County-funded behavioral health programs operated by employers included on the following *ELEVATE Behavioral Health Workforce Fund Eligible Employer List*:

Organization Name	
Alvarado Parkway Institute- Behavioral Health Unit	North County Lifeline Inc.
Alpha Project for the Homeless	Orlando Guest Home
Amali House	Palomar Family Counseling Services Inc.
Anthem Compassionate Care LLC	Pathfinders of San Diego Inc
APEX Recovery LLC	Pathways Community Services, LLC
Aurora Behavioral Health Care San Diego	People Assisting the Homeless (PATH)
Behavioral Health Management System DBA Alpine Special Treatment Center	Prime Healthcare Paradise Valley -- Behavioral Health Unit
Carroll's Community Care	Rady Children's Hospital
Casa De Amparo Inc.	Rancho Digius, LLC
Casa El Cajon	Rite of Passage Adolescent Treatment Centers and Schools Inc.
Catholic Charities	San Diego American Indian Health Center
Center for Positive Changes	San Diego Center for Children
Chadwick Center at Rady Children's Hospital	San Diego Freedom Ranch Inc
Changing Options Inc	San Diego Second Chance
Community Research Foundation	San Diego Treatment Services, San Diego Health Alliance
County of San Diego Health and Human Services Agency, Behavioral Health Services	San Diego Youth Services
CRASH Inc.	SBCS Corp
Crestwood Behavioral Health, Inc.	Scripps Health - Behavioral Health Unit Only
Crossroads Foundation	Sharp Grossmont Behavioral Health Unit Only
Deaf Community Services of San Diego Inc.	Sharp Healthcare
El Dorado Community Service Center	Sharp Mesa Vista
Episcopal Community Services	SOAP MAT, LLC.
Exodus Recovery Inc.	Social Advocates for Youth (SAY) San Diego Inc.
Family Health Centers of San Diego Inc.	Southern Caregivers Resource Center
Fancor Guest Home	Southern Indian Health Council
Fred Finch Youth Center	Star View Adolescent Center Inc.

Organization Name	
Genesis Recovery Inc.	Stepping Higher Inc
GHC of El Cajon	Stepping Stone of San Diego Inc.
GHC of Lakeside LLC	Survivors of Torture International
Harm Reduction Coalition of San Diego	The Fellowship Center
Harmonium Inc.	The Meeting Place Inc.
Health Right 360	The Twelfth Step House of San Diego
House of Metamorphosis Inc	The Way Back Inc.
Indian Health Council Inc.	Traditions Psychiatry Group PC
Interfaith Community Services	Turning Point Home of San Diego Inc.
Jewish Family Service of San Diego	UC San Diego Health
La Maestra Family Clinic, Inc	Union of Pan Asian Communities
McAlister Institute for Treatment and Education	Urban Street Angels, Inc
Mental Health America in San Diego County	Varsity Team Inc.
Mental Health Systems Inc.	Vista Community Clinic
Milestone House	Vista Hill Foundation
Mission Treatment Services, Inc.	Vista Woods Health Association LLC
NAMI San Diego	YMCA of San Diego County
Neighborhood House Association	
New Alternatives Inc.	
New Entra Casa	

This list will be updated quarterly to reflect new providers that obtain contracts awarded by the County of San Diego Health and Human Services Agency, Behavioral Health Services (BHS).

Once included on the *ELEVATE Behavioral Health Workforce Fund Eligible Employer List*, an employer will remain eligible for placements under this program, even if its contract with BHS is later modified or discontinued during the project period.

Payment for program participants that are placed with employers that are not on the *ELEVATE Behavioral Health Workforce Fund Eligible Employer List* will be considered on a case-by-case basis. To be considered, the participant must be placed with an employer that:

- Provides behavioral health services to residents in San Diego County.
- Be a non-profit community-based organization and/or a Federally Qualified Health Center (FQHC).
- Serve San Diego clients who are enrolled or eligible for Medi-Cal and/or Medicare

All exceptions are subject to PIC and County approval.

ATTACHMENT B: SAMPLE CONTRACT

SUBJECT TO CHANGE

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (this “Agreement”) is entered into between Policy & Innovation Center, a California nonprofit public benefit corporation d/b/a San Diego Regional Policy and Innovation Center (“PIC”), Trailhead Strategies Inc., a California stock corporation (“Trailhead”), and [INSERT NAME], a [INSERT TYPE OF LEGAL ENTITY AND STATE OF FORMATION] (“[NAME]” or “Subcontractor”), effective as of the date on which it is fully executed by PIC, Trailhead and [NAME] below (the “Effective Date”). PIC, Trailhead and Subcontractor are referred to herein together as the “Parties” and each individually as a “Party.” Any capitalized terms not defined in this Agreement shall have the meaning assigned in the County Agreement (as defined below).

RECITALS

WHEREAS, PIC is a Section 501(c)(3) tax-exempt public charity dedicated to building resilient and inclusive communities that can adapt, persist, and thrive through changing and challenging circumstances;

WHEREAS, Trailhead is a workforce and economic development consulting company dedicated to building a more inclusive, resilient, and competitive American workforce;

WHEREAS, PIC and the County of San Diego, a political subdivision of the State of California (the “County”), are the parties to that certain County Contract Number 572148, Agreement with San Diego Regional Policy and Innovation Center for Public Behavioral Health Workforce Development and Retention Fund Administrator, effective as of October 11, 2024, attached hereto as ***Exhibit 1*** (such agreement, as now in effect and as may be further amended, the “County Agreement”), pursuant to which PIC agreed to establish and administer the Public Behavioral Health Workforce and Retention Program (the “Program”) for the County of San Diego’s Health and Human Services Agency (“HHSA”) as described in the County Agreement;

WHEREAS, the Program’s purpose is to distribute and monitor the use of funding to support individuals seeking a variety of training, tuition support, upskilling, and incentive opportunities designed to attract and retain workers in the public behavioral health field;

WHEREAS, PIC’s contract award is pursuant to the bid proposal that PIC submitted in response to HHSA RFP 735 on behalf of a collaboration among PIC (as lead offeror), Trailhead and other subcontractors including Social Finance (collectively, the “Coalition”);

WHEREAS, such bid proposal and the County Agreement reflect that PIC will utilize services from various organizations and partners to design and provide certain program management and delivery services for the Upskilling to Meet Professional Needs programs (the “Upskilling Programs”), a series of programs for workers seeking to advance their education, training and/or certification who may not have the income or ability to finance education or certifications, and/or capacity to take on student debt, to be provided by training and educational

institutions that will be selected as described in the County Agreement (“Program Providers”); and

WHEREAS, PIC has entered into a separate written agreement with Trailhead pursuant to which Trailhead will provide certain services relating to the Upskilling Programs, pursuant to the County Agreement;

WHEREAS, Subcontractor is a [INSERT DESCRIPTION AND MISSION];

WHEREAS, Subcontractor will serve as a subcontractor to PIC as part of the Upskilling Programs, to serve as a lead agency for the [INSERT NAME OF PROGRAM], selected through a [INSERT SELECTION METHOD AND DATE], and Trailhead will facilitate the same with certain roles as set forth in this Agreement;

WHEREAS, the Parties accordingly desire to enter into this Agreement to establish the terms and conditions pursuant to which Subcontractor will serve as a subcontractor to PIC pursuant to the County Agreement, and Trailhead will provide certain services in connection therewith and the Upskilling Programs, in furtherance of their respective missions and shared objectives.

NOW, THEREFORE, in consideration of the recitals above, the mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto hereby agree as follows:

AGREEMENT

1. Services.

a. Services. Subject to the terms and conditions of this Agreement, PIC hereby retains Subcontractor, and Subcontractor hereby agrees to serve, as a subcontractor under the County Agreement with the following scope of work (including any reasonably related or incidental services thereto) under the following workstream (all of such work, collectively, the “Services”):

i. Direct Program Services: Provide direct program services to design and manage the Upskilling Programs in accordance with the requirements of the County Agreement and, relatedly, with the deliverables and activities set forth in ***Exhibit 2, Scope of Work***.

b. Reporting.

i. Subcontractor shall report to Trailhead in writing, with a copy to PIC, no later than the 7th calendar day of each month regarding the status and progress of all of the Services described and listed above in Section 1.a, the Services set forth in ***Exhibit 2*** and attached hereto and any other matters requested by the Trailhead or PIC to satisfy PIC’s reporting obligations under the County Agreement. PIC shall transmit such reporting to the County, in compliance with the deadlines and requirements set forth in the County Agreement.

- ii. If Trailhead or PIC has material concerns about the accuracy or completeness of any of: (1) the reports described in Section 1.b.i above or (2) information or documentation that Subcontractor provided to Trailhead or PIC to support a request by Subcontractor for payment under this Agreement, Subcontractor shall provide such information or documentation, or take such action, reasonably requested by Trailhead or PIC (as applicable) to resolve such concerns within ten (10) calendar days following such request.

2. Timeliness.

- a. Time of the Essence. Subcontractor acknowledges and agrees that time is of the essence for each and every aspect of the Services and that its timely satisfaction of its obligations, including the provision of data to the Trailhead and PIC for monthly reporting, is critical to PIC's ability to effectively fulfill its obligations under the County Agreement and to effectively achieve the purposes of the Program.
- b. Reliance on Subcontractor. Subcontractor acknowledges and agrees that Subcontractor's satisfaction of such reporting requirement is necessary in order for PIC to satisfy PIC's own obligations to report on such matters monthly to the County, and that the failure to timely submit required reports is a basis for the County to withhold funds under the County Agreement, which would result in delays in funding available for payment to Subcontractor. Subcontractor acknowledges that its agreement to meet the applicable deadlines under this Agreement constitute material consideration for PIC to enter into this Agreement and that PIC is entering into this Agreement in specific reliance on such agreement by Subcontractor.
- c. Performance Standards. All Services rendered by Subcontractor under this Agreement shall be performed in good faith, in compliance with applicable law and with reasonable care and, at a minimum, at the level of a reasonably qualified and competent provider of the Services. Subcontractor further acknowledges and agrees that PIC has the authority, in PIC's discretion, to ensure that Subcontractor performance under this Agreement, and the milestones provided by Subcontractor in particular, are sufficient under and fully compliant with the County Agreement, and accordingly Subcontractor shall make such modifications and undertake any other corrective actions required by PIC or the County from time to time in connection with Subcontractor performance under this Agreement.
- d. Fund Reimbursement. All funds for the Upskilling Programs will first be disbursed by the County to PIC, and then from PIC directly to Subcontractor. Trailhead shall not receive or be responsible for such funds.
- e. Primary Contact. Each Party shall designate one or two representatives to serve as its primary contact(s) to the other Parties for purposes of this Agreement (each, a "Primary Contact"). The Parties may change their respective Primary Contacts from time to time by issuing a notice to the other Parties in accordance with Section

15.f. As of the Effective Date, PIC's Primary Contacts shall be Stephanie Gioia-Beckman, Senior Director, Workforce & Community Impact, (sgioiabeckman@thinkpic.org); 619-813-9217, Trailhead's Primary Contact shall be Andy Hall, President & CEO (andyhall@trailheadstrat.com; 619-643-2735) and Subcontractor's Primary Contact shall be [INSERT TITLE] [(INSERT EMAIL); (xxx) xxx-xxxx].

f. Meetings. The Parties shall meet to support their carrying out of their respective obligations under this Agreement as follows:

- (1) The Primary Contacts of the Parties shall meet monthly, or more frequently (e.g., weekly) as may be required by PIC from time to time. If a Primary Contact of a Party is unable to attend any such meeting, such Primary Contact's designee may participate instead, subject to the approval of the other Parties, which shall not be unreasonably withheld.
- (2) Any other meetings shall be as mutually agreed to by the Parties and as required by the County.

g. Suspension of Work. In the event that the County suspends PIC's work under the County Agreement, PIC may order Subcontractor, in writing, to suspend, delay, or interrupt all or part of the Services under this Agreement for the period of time that PIC determines appropriate

3. Recordkeeping. In order to facilitate Subcontractor's satisfaction of its reporting obligations under this Agreement and PIC's satisfaction of its reporting obligations to the County under the County Agreement, the Parties hereby agree as follows:

i. Documentation:

- (1) Subcontractor agrees to provide to Trailhead (with a copy to PIC), in the format reasonably requested by Trailhead and/or PIC, with all information, receipts and other documentation necessary or advisable to enable: (A) Subcontractor to satisfy its obligations under this Agreement, and (B) PIC to satisfy its reporting obligations under the County Agreement.
- (2) The information and documentation that Subcontractor shall provide when requesting payment in accordance with Section 4.a and **Exhibit 3** shall include:
 - (a) any and all information and documentation that may be required by the County under the County Agreement; and
 - (b) any other information or documentation that PIC reasonably requests.

(3) The Parties acknowledge and agree that, notwithstanding any other provision of this Agreement, PIC, Trailhead and the Coalition shall not be not responsible for testing or evaluating or determining the qualification and eligibility of individuals participating in the Upskilling Programs, for which Subcontractor shall remain solely responsible. PIC and Trailhead shall nonetheless have the right to have access to such information and documentation, to support fulfillment of PIC's and Trailhead's obligations under the County Agreement.

ii. Inspection. PIC shall have the right, upon reasonable advance notice, to inspect or otherwise evaluate Subcontractor's documentation related to work performed by Subcontractor under this Agreement. This right shall survive the termination of this Agreement for so long as PIC is subject to audit under the County Agreement or to the extent otherwise reasonably required for PIC to satisfy its obligations under the County Agreement.

4. County Agreement.

a. County Agreement Compliance. The Parties agree that in satisfying their obligations under this Agreement, they will comply with all requirements of the County Agreement (as may be amended from time to time), including with respect to any applicable laws and requirements referenced therein or otherwise applicable, such as state or agency rules or regulations and laws. Without limiting the foregoing, and notwithstanding any other provision of this Agreement, Subcontractor agrees to comply with any and all requirements and provisions under the County Agreement that (i) are applicable to a "Related Subcontractor" of PIC; (ii) are applicable to a "subcontractor" of PIC; and (iii) are applicable to PIC and as to which Subcontractor must be (or reasonably needs to be) subject to the same requirements and provisions as PIC in order for PIC to fulfill its own obligations under, or comply with the provisions of, the County Agreement. The Parties acknowledge and agree that this Agreement was reviewed and approved by the County prior to the execution of this Agreement, as required under Section 1.4.4 of the County Agreement.

b. Required Subcontract Provisions Notwithstanding any other provision of this Agreement, and as required by Section 1.4.2 of the County Agreement, Subcontractor agrees to comply with the provisions of Articles 3 (Disentanglement), 7 (Suspension, Delay and Termination), 8 (Compliance with Laws and Regulations), 9 (Conflicts of Interest, Contractor's Conduct), 10 (Indemnity and Insurance), 11 (Audit and Inspection), 13 (Use of Documents and Reports), 14 (Reserved) and 16 (General Provisions), and Section 4.6.1 of Article 4 (Prompt Payment for Vendors and Subcontractors) of the County Agreement, except altered as necessary for proper identification of the contracting parties, as if incorporated into this Agreement in their entirety. All such provisions of the County Agreement shall apply to Subcontractor, regardless of whether they are restated in full or merely incorporated by reference in this Agreement.

- c. Subcontractor Role. Consistent with PIC's obligations under Section 1.4.2 of the County Agreement, PIC hereby notifies Subcontractor, and Subcontractor hereby acknowledges, that PIC is a contractor to the County under the County Agreement.
 - d. Conflict. In the event of any conflict between this Agreement and the County Agreement, the County Agreement shall prevail.
5. Payment and Invoicing.
- a. Fees. In consideration of the Services to be provided by Subcontractor to PIC hereunder, PIC agrees to pay to Subcontractor the amounts specified in **Exhibit 3** hereto within the timeframes specified therein (as the same may be updated from time to time by mutual agreement), and at all times in accordance with the County Agreement.
 - b. Requirements for Compensation. Subcontractor shall be entitled to compensation under this Agreement only: (1) following completion and acceptance by PIC of a deliverable or portion of work as described in **Exhibit 2** of this Agreement; (2) upon PIC's receipt of the funding from the County under the County Agreement to make such payment, following County approval of a correct and substantiated invoice from PIC as supported by a correct and substantiated invoice provided by Subcontractor; and (3) in accordance with the County Agreement and the timing set forth in Section 4.d below. Subcontractor shall not be entitled to expense reimbursement or any other funding under this Agreement other than for such compensation. For clarity, Subcontractor shall be solely responsible for its own legal and audit expenses relating in any way to this Agreement, which shall not be covered by the payments to Subcontractor under this Agreement, which are instead solely for the deliverables and activities set forth in **Exhibits 2 and 3**.
 - c. Invoices. Subcontractor shall submit an invoice to Trailhead and PIC for completed and accepted Services. All invoices shall provide information and documentation sufficient for Trailhead and PIC to comply with their obligations with respect to invoices to the County and to receive funds from the County under the County Agreement (including under Section 4.3 thereof). Invoices shall contain the following certification (to support PIC's certification under Section 4.3.2.2 of the County Agreement): "I certify, 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 the Subcontractor Agreement between Policy & Innovation Center and Trailhead Strategies, Inc. relating to County Contract Number 572148, Agreement with San Diego Regional Policy and Innovation Center for Public Behavioral Health Workforce Development and Retention Fund Administrator, in accordance with and compliance to all terms and conditions set forth in both such agreements." Notwithstanding the foregoing sentence, Subcontractor hereby acknowledges and agrees that any and all invoices that Subcontractor submits to under this Agreement shall be automatically deemed to include such certification.

- d. Timing. The Parties acknowledge that, under the County Agreement, payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the County Agreement entitling PIC to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. PIC shall promptly pay Subcontractor for satisfactory performance of Services required by this Agreement. Such prompt payment shall be no later than thirty (30) days after PIC receives payment for such Services from the County, consistent with the requirements of Section 4.6.1 of the County Agreement.
 - e. Entire Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Subcontractor's performance of the Services set forth herein. Subcontractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in this Agreement.
 - f. Withholding. If PIC determines that any payment otherwise due to Subcontractor is subject to withholding under this Agreement or the County Agreement, PIC shall: (1) provide written notice to 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 Subcontractor in order to receive payment of the amounts withheld; and (2) reduce the payment to Subcontractor by an amount not to exceed the amount specified in such notice.
 - g. Rate of Expense. Subcontractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of this Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Subcontractor shall provide to PIC and Trailhead, upon request, documentation sufficient to verify Subcontractor's compliance with such requirements. Subcontractor shall promptly inform PIC and Trailhead 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 Subcontractor's invoiced amounts exceed the maximum Agreement amount or budget.
 - h. Reduction in Funding. In the event there is a reduction of funds made available by the County to PIC under the County Agreement, PIC shall incur no liability to Subcontractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
6. Retained Independence/Performance.
- a. Independent Contractor; Retention of Responsibility. Nothing in this Agreement shall be construed to create any joint venture, trust, commercial partnership, or any other partnership relationship for any purpose whatsoever. Each Party agrees and represents that Subcontractor is an independent contractor to PIC. Each Party

assumes sole and full responsibility for its acts, activities, operations and assets and each Party and its personnel shall not have any authority to make commitments or enter into contracts on behalf of the other Parties. Nothing in this Agreement shall constitute the appointment of any Party as an agent or representative of any other Party for any purpose whatsoever, except to the extent otherwise expressly provided for in this Agreement.

- b. Workers. Each Party agrees that its personnel are not, and shall not be deemed, agents or employees of the other Parties for federal tax purposes or any other purposes whatsoever, and are not entitled to any employee benefits from the other Parties. All personnel of a Party shall at all times remain personnel of such Party subject solely to its direction and control and such Party alone shall retain full liability to such employees for all of its personnel's wages, salaries, fringe benefits, legally required employer contributions and tax obligations. Notwithstanding any other provision of this Agreement, Subcontractor shall remain solely responsible for determining the classification of its workers as employees or independent contractors and as exempt or not, for maintaining workers compensation, payment of employer taxes, employer withholding, for compliance with any and all applicable federal, state and local labor and employment, employment tax and withholding laws, and for any and all other matters with respect to its employees under applicable law, regardless of the receipt by PIC or Trailhead of any payroll information or related materials, or the transmittal by PIC of any funds to Subcontractor for compensation or benefits paid to Subcontractor workers, pursuant to this Agreement. Subcontractor represents and warrants that it is fully in compliance with all such applicable laws and will remain so during the Term of this Agreement. The agreements, representations and warranties by Subcontractor in this Section 5.b constitute material consideration for PIC to enter into this Agreement. This provisions of this paragraph and Section 5 of this Agreement shall survive the termination of this Agreement.
- c. Accounting/Books and Records. Each Party shall remain solely responsible for its books, records, assets and operations. Nothing in this Agreement shall be interpreted to make PIC or Trailhead responsible for the accuracy of Subcontractor's books, records, compliance with the County Agreement, payroll or reporting to the County or any auditor.
- d. Performance. Notwithstanding any other provision of this Agreement:
 - i. Subcontractor shall remain solely responsible for all work performed by it or under its direction pursuant to the County Agreement, whether completed by Subcontractor or its contractors, subcontractors, suppliers, providers of services or other representatives or agents; and
 - ii. Subcontractor shall be responsible for any and all disputes arising out of its activities and work funded by the County Agreement, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services.

- e. Subcontractors. Subcontractor shall hire such subcontractors as Subcontractor determines to be necessary or advisable to fulfill its obligations under this Agreement. PIC's prior written consent shall be required for the hiring of all such subcontractors, which consent shall not be unreasonably withheld.

7. Publicity.

- a. In addition to the publicity requirements under the County Agreement, and notwithstanding any other provision of this Agreement, Subcontractor shall obtain PIC's prior written approval prior to issuing any press release, article, blog or other public statement or conducting any public interview or speech regarding this Agreement or any of the subject matter or any aspect hereof. Notwithstanding any other provision of this Agreement, Subcontractor shall not publish anything or make any public statements relating to this Agreement this Agreement or any of the subject matter or any aspect hereof whatsoever without prior written consent from both PIC and the County.
- b. As required under Section 16.18 of the County Agreement, all public announcements, including those issued on PIC or Subcontractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for the programs and services identified in this Agreement. As required by the County Agreement, copies of publicity materials related to contracted programs identified in this Agreement shall be filed by PIC. The 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.
- c. PIC and Trailhead shall be responsible for public communications regarding the Program, this Agreement and the County Agreement. Subcontractor shall support PIC and Trailhead, as directed, for public communications relating to the programs and services identified in this Agreement.
- d. Each Party shall obtain the other Parties' prior written approval prior to any public use of such other Parties' names or logos. Nothing in this Agreement shall be deemed to grant to any Party any right related to any of the trademarks, trade names or other intellectual property or goodwill of the other Parties, except as expressly set forth in this Agreement.
- e. Any branding by Subcontractor of its programs and activities relating to this Agreement shall be subject to the approval of PIC, and, to the extent required by the County from time to time, the County.

8. Audit.

- a. The Parties agree to comply in good faith with any audit provisions applicable under the County Agreement (including, in particular, Article 11 thereof, as required under Section 1.4.2 thereof), and any applicable laws and agency regulations. Each Party agrees to permit independent auditors and the other Parties'

agents access to any records and financial statements as reasonably necessary to comply with the County Agreement and to make such records and information available to the other Parties and their agents and advisors during normal business hours upon reasonable request.

- b. Each Party agrees to cooperate with and support the other Parties reasonably and in good faith in the event of an audit by the County, any other governmental body or the other Parties' independent auditors to which this Agreement is relevant, without any additional fees.

9. Representations and Warranties.

- a. Mutual Representations and Warranties. Each Party represents and warrants that, as of the Effective Date of this Agreement and at all times during the term of this Agreement: (i) it is duly organized and validly existing under the laws of the state of its formation and is, and will remain throughout the Term, duly authorized or registered to do business in, and duly registered with the Registry of Charities and Fundraisers of, the State of California, (ii) it has full power and authority to enter into and perform its obligations under this Agreement; (iii) this Agreement constitutes its valid and binding agreement; and (iv) the execution, delivery and performance of this Agreement by such representing and warranting Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound. Each Party agrees to immediately provide notice to the other Parties if any change to the foregoing representations and warranties occur during the Term of this Agreement.
- b. Subcontractor Representations and Warranties. Subcontractor represents and warrants that, as of the Effective Date of this Agreement and at all times during the term of this Agreement: (i) it is in compliance with all of the requirements set forth in the Request for Proposals (RFP) pursuant to which it was selected to serve as a lead agency as established in this Agreement; (ii) its proposal to PIC in response to such Request for Proposals, attached hereto as **Exhibit 4**, is accurate and complete in all material respects; and (iii) it has the experience, expertise, staffing, resources and equipment necessary to perform the Services and fulfill its other obligations under this Agreement.
- c. Insurance. Subcontractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, insurance at least equal to the policies, coverages, and limits required of PIC as specified in Exhibit B (Insurance Requirements) to the County Agreement. Subcontractor shall include PIC, Trailhead, Social Finance, the County, the members of the Board of Supervisors of the County, and the respective officers, directors, agents, employees and volunteers of each of PIC, Trailhead, Social Finance, the County and the Board of Supervisors of the County, as additional insureds on all certificates of insurance under Subcontractor's insurance policies required under this Agreement. Any available insurance proceeds in excess of the specified minimum limits and coverage stated shall also be available to PIC, Trailhead, Social Finance, the County

and the Board of Supervisors of the County. Subcontractor shall promptly provide evidence of insurance coverage to PIC and Trailhead upon request and shall promptly notify PIC and Trailhead of any changes or cancellations of such insurance coverage. Subcontractor agrees to promptly fulfill all reasonable requests from PIC or the County for documentation and information relating to insurance coverage.

10. Ownership, Publication, Reproduction and Use of Material. The Parties acknowledge and agree, consistent with Section 13.2 of the County Agreement, that 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 the 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 Subcontractor in the United States or in any other country without the express written consent of the County. The 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. Any data/material published and made publicly available by governments or others on websites, portals, and in reports, as well as other open source data (that which is freely available to the public) shall remain public.

11. Confidentiality.

- a. Findings Confidential. Consistent with PIC's obligations under Section 13.1 of the County Agreement, any reports, records, data, or other information given to or prepared or assembled by Subcontractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by Subcontractor without the prior written approval of the County, except as may be required by law. Subcontractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Subcontractor under this Agreement. Any data/material published and made publicly available by governments or others on websites, portals, and in reports, as well as other open source data (that which is freely available to the public) shall remain public.
- b. Confidentiality. Consistent with PIC's obligations under Section 13.3 of the County Agreement, Subcontractor agrees to maintain the confidentiality of and take industry appropriate and 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 and pursuant to such Section 13.3, Subcontractor 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.
- c. The following requirements shall apply in addition to the requirements under the County Agreement, and in Article 13 thereof in particular (in accordance with Section 1.4.2 of the County Agreement).

- i. Definition of Confidential Information. As used herein, “Confidential Information” means non-public, proprietary and other confidential information, including, without limitation, technical information, know-how, formulae, proprietary processes, and financial information, disclosed by or on behalf of a Party or its Affiliates (as defined below) (each such Party or its Affiliates, a “Disclosing Party”) to another Party or its Affiliates (“Receiving Party”) during the Term, that is identified as confidential or is information that is of a nature that is customarily regarded as confidential, whether disclosed in electronic, tangible, oral or visual form. Confidential Information of any third party lawfully disclosed by a Disclosing Party to a Receiving Party under this Agreement shall be considered Confidential Information of the Disclosing Party and shall be subject to the restrictions on use and disclosure contained herein. For purposes of this Agreement, a Party’s “Affiliates” means legal entities that control, are controlled by or are under common control with that Party, with control being established by majority (>50%) ownership of the stock or other ownership interests in such entity or, in the case of a nonprofit entity (or other organization without owners or persons having beneficial interests), the ability to appoint or remove at least a majority (>50%) of the Party’s governing board or of the members who have the power to elect a majority of the nonprofit entity’s governing board.
- ii. Exclusions. Confidential Information does not include such information that: (a) as of the date of disclosure is known to the Receiving Party, as shown by written documentation; (b) was independently developed by the Receiving Party without access to the Confidential Information of the Disclosing Party; (c) as of the date of disclosure is in, or subsequently enters, the public domain, through no fault of the Receiving Party; or (d) as of the date of disclosure or thereafter is obtained from a third party free from any obligation of confidentiality to the Disclosing Party.
- iii. Confidentiality Obligations. Each Receiving Party agrees to hold the Disclosing Party’s Confidential Information in confidence and not to disclose such Confidential Information to any third party other than as permitted herein. Each Receiving Party agree to limit disclosure of the Disclosing Party’s Confidential Information to the Receiving Party’s and its Affiliates’ employees, officers, directors, contractors, consultants and agents (collectively, “Representatives”) whose knowledge of such information is reasonably required in the performance of this Agreement who have been advised of the confidential nature of the Confidential Information and who are bound by use restrictions and confidentiality obligations to the Receiving Party on terms no less restrictive than those set forth herein. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives.
- iv. Required Disclosures. The Receiving Party may disclose any Confidential Information without the consent of the Disclosing Party to the extent such

disclosure is required pursuant to any law, regulation, legal process or order of any judicial or administrative authority; provided, however, that to the extent legally permissible, the Receiving Party will notify the Disclosing Party of such required disclosure in writing in order to permit the Disclosing Party to seek a protective order or similar protection or obtain confidential treatment with respect to such Confidential Information, and the Receiving Party or its Representatives shall only disclose the Confidential Information to the extent required for compliance.

- v. Permitted Use. Each Receiving Party shall be permitted to use the Disclosing Party's Confidential Information only for the purpose of performing its obligations or exercising its rights as set forth in this Agreement.
- vi. Survival. Each Party's confidentiality obligations under this Agreement shall survive any termination of this Agreement and remain in full force and effect for ten (10) years after such termination, provided that, to the extent the Confidential Information qualifies as a trade-secret under applicable law, the confidentiality obligations set forth herein shall survive indefinitely until such Confidential Information no longer qualifies as a trade secret.
- vii. Return of Confidential Information. Upon termination of this Agreement, the Receiving Party shall promptly return (or at Disclosing Party's direction, destroy), all Confidential Information of the Disclosing Party and all copies thereof if in written or other form. If requested by the Disclosing Party in writing, the Receiving Party will confirm in writing the destruction of all Confidential Information. Notwithstanding the foregoing, (a) the Receiving Party may retain copies of the Confidential Information in its legal department or pursuant to its document retention policy, (b) the Receiving Party shall not be required to expunge any Confidential Information stored electronically on back-up servers that are routinely over-written, and (c) the Receiving Party may retain copies of the Disclosing Party's Confidential Information to the extent (if any) permitted herein, such as pursuant to a right or obligation that survives termination.

- 12. Term. The initial term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026 (the "Initial Term"). PIC shall have the option to extend the term of this Agreement for three (3) increments of one (1) year (each an "Option Period"), for a total of three (3) years beyond the expiration of the Initial Term, not to exceed June 30, 2029. This option shall be automatically exercised unless PIC notifies Subcontractor and Trailhead in writing not less than thirty (30) days prior to an Option Period that PIC does not intend to extend the Agreement. PIC 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"). PIC may exercise each Incremental Option by providing written notice to Subcontractor and Trailhead no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The payment structure in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option

unless otherwise provided for by the County and available funding.

13. Termination.

- a. This Agreement may be terminated as follows:
 - i. This Agreement shall terminate automatically if the County terminates the County Agreement, effective as of the same date on which the County Agreement terminates.
 - ii. This Agreement may be terminated by any Party if any other Party materially breaches any material provision of this Agreement and such breach continues to not be materially cured for thirty (30) days after the date on which the non-breaching Party provides written notice of breach to the breaching Party (in accordance with Section 15.g of this Agreement) or such earlier period as is reasonably necessary to satisfy the obligations of the County Agreement. A non-breaching Party may so terminate this Agreement by providing written notice to the breaching Party, which shall be without prejudice to any and all other rights and remedies the non-breaching Party may have hereunder or by law, and such termination shall be effective as of the date on which such notice of termination is deemed to be received in accordance with Section 15.g.
 - iii. PIC may terminate this agreement at any time if any of the following occurs: (i) any other Party becomes insolvent or files a voluntary petition in bankruptcy; (ii) any act by one or more of another Party's creditors to access funds provided under the County Agreement in any manner; (iii) dissolution of another Party; and (iv) sale or other disposition of all or substantially all of another Party's assets or operations.
 - iv. Each Party ("Terminating Party") may, at its option, terminate this Agreement immediately, if during the Term: (a) another Party (the "Offending Party") commits any criminal act or other act involving moral turpitude or felonious activities; or (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Terminating Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof. Any of the acts described above will be deemed a material breach of the Agreement.
- b. Following termination of this Agreement:
 - i. Subcontractor shall provide for the prompt and orderly conclusion of all Services required under this Agreement, except to the extent requested by the County or PIC to continue as transitional support, and shall undertake reasonable measures to ensure an orderly transition. Among any other steps, Subcontractor shall, within ten (10) business days, submit all reports, documents and information required under this Agreement to Trailhead and

PIC and, if any, all reports, documents and information to the County required under the County Agreement.

- ii. Subcontractor shall promptly invoice PIC for any unpaid Services, which shall be issued and paid in accordance with Section 4 of this Agreement.
- iii. No Party shall have any further obligations to any other Party except for: (a) those obligations which accrued prior to the date of termination, including but not limited to indemnification rights, and (b) provisions of this Agreement which expressly (pursuant to Section 15.g.ii of this Agreement) or by reasonable implication contemplate performance after the termination or expiration of this Agreement shall survive termination or expiration of this Agreement until such provisions have been fully performed.
- iv. Each Receiving Party shall return or destroy the Confidential Information it received of another Party, if any, consistent with Section 11.c.vii of this Agreement.
- v. Any unspent funds shall be returned by Subcontractor directly to PIC, unless otherwise required by the County.
- vi. Notwithstanding the termination of this Agreement, Subcontractor shall report directly to the County regarding any aspects of the Upskilling Programs that remain ongoing following the termination of this Agreement, unless the County and PIC hereinafter mutually agree in writing that such reporting shall be to PIC.

14. Indemnification.

- a. Indemnification. Each Party (acting, as follows, as the “Indemnifying Party”) agrees to defend, indemnify and hold harmless each other Party and its directors, trustees, officers, employees, members, and agents (collectively, including such other Party, “Indemnified Parties”) from and against any and all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys’ fees), and other liabilities (collectively, “Claims”) arising from or related to this Agreement to the extent resulting from the Indemnifying Party’s negligence, willful misconduct or material breach of this Agreement. In addition, Subcontractor agrees to further defend, indemnify and hold harmless PIC, PIC’s Indemnified Parties, Trailhead and Trailhead’s Indemnified Parties from any and all Claims arising from: (1) the performance by Subcontractor and any of its directors, trustees, officers, members, employees, independent contractors, subcontractors and agents in providing the Services or fulfilling Subcontractor’s obligations under this Agreement; or (2) Claims made by the County against PIC under the County Agreement arising from or related to Subcontractor and any of its directors, trustees, officers, members, employees, independent contractors, subcontractors and agents. Notwithstanding the foregoing indemnification obligations, an Indemnifying Party shall not be liable

for Claims to the extent that such Claims are the result of an Indemnified Party's negligence, willful misconduct or material breach of this Agreement.

- b. Procedure. If an Indemnified Party wishes to seek indemnification under this Agreement for a Claim, the Indemnified Party shall promptly provide the indemnitor ("Indemnitor") with written notice of the Claim ("Indemnification Notice"). The failure of an Indemnified Party to provide an Indemnification Notice promptly to the Indemnitor will not relieve the Indemnitor of any indemnification responsibility, except to the extent, if any, that such failure materially prejudices the ability of the Indemnitor to defend such Claim. The Indemnitor shall have the right to control the defense or settlement of the Claims with counsel of its own choosing; provided that the Indemnified Party will be entitled, at the Indemnified Party's expense, to participate with its own counsel in such defense and settlement. The Indemnified Party shall at all times promptly deliver to the Indemnitor such information related to the basis for the Claims as the Indemnitor may reasonably request. The Indemnitor shall not settle any Claim without the prior written consent of the Indemnified Party if such settlement: (a) materially diminishes any of the Indemnified Party's rights under this Agreement or seeks to impose additional obligations on the Indemnified Party, or (b) arises out of or is a part of any criminal action, suit or proceeding or contains a stipulation or admission or acknowledgement of any liability or wrongdoing, whether in contract, tort or otherwise, on the part of the Indemnified Party.

15. Miscellaneous.

- a. Entire Agreement. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or verbal. The making, execution, and delivery of this Agreement by the Parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein.
- b. Further Assurances. Each Party shall, at the reasonable request of another Party, execute and deliver to such other Party all further instruments, assignments, assurances, and other documents, and take any actions as such other Party reasonably requests in connection with the implementation of this Agreement, including any requests any Party reasonably makes of another Party to support the satisfaction of the former Party's obligations under this Agreement or PIC's obligations under the County Agreement.
- c. Compliance with Law. Each Party shall, at all times, comply with all applicable federal, state and local laws, rules, guidelines, regulations, and requirements during the time period in which the County Agreement or this Agreement is applicable to it (including all applicable laws relating to intellectual property and data privacy and security). Each Party also agrees to operate in accordance with high ethical standards in carrying out its obligations under this Agreement. Without limitation of the foregoing provisions, Subcontractor shall obtain any and keep in effect any

and all licenses, permits, notices and certificates as are required to carry out its obligations under this Agreement.

- d. 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.
- e. Amendment. This Agreement may be amended or modified only in a writing executed by an authorized representative of each Party. No verbal waiver, amendment or modification will be effective under any circumstances whatsoever.
- f. Assignment. Trailhead and Subcontractor shall not transfer, assign or subcontract this Agreement, or any of its duties or obligations hereunder, whether voluntarily or by operation of law, without the prior written consent of PIC. Subject to the foregoing provision, this Agreement shall be binding upon the heirs, successors, and assigns of the Parties. Any purported assignment or delegation in violation of this Section shall be null and void.
- g. Notices.
 - i. All notices, consents and waivers (each a “Notice”) required under this Agreement shall be in writing and addressed to the other Parties as follows:

If to PIC: Policy & Innovation Center
ATTN: Susan Guinn, CEO/President
2508 Historic Decatur Road, Suite 200
San Diego, CA 92106
E-mail: sguinn@sdrpic.org

with copies to:

Christine Dolan, CFO
Policy & Innovation Center
2508 Historic Decatur Road, Suite 200
San Diego, CA 92106
E-mail: cdolan@sdrpic.org;

and

Tamar Rosenberg, Esq.
Sheppard Mullin
30 Rockefeller Plz, 39th Fl.
New York, NY 10112
E-mail: trosenberg@sheppardmullin.com

If to Subcontractor: [INSERT CONTACT NAME AND TITLE]

[INSERT ENTITY NAME]
[STREET ADDRESS]
[CITY, STATE, Zip]
Email: xxxx@xxxxx

- ii. All Notices must be delivered by nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid), and shall be deemed to be received when delivered, and/or email, which shall be deemed to be delivered when sent, unless a bounce-back rejection or other notice indicates that the e-mail was not delivered. A Party may amend such contact information by issuing such a Notice to the other Parties.
- h. 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 rights and obligations in Sections 3.ii (Inspection), 4 (County Agreement), 6 (Retained Independence), 7 (Publicity), 8 (Audit), 13.b (Following termination), 14 (Indemnification), 11 (Confidentiality), 15 (Miscellaneous) and any other provision that by its terms or nature is intended to survive, shall survive the expiration or termination of this Agreement.
- i. Governing Law. This Agreement, and all matters relating to this Agreement, shall be governed by and interpreted in accordance with the laws of the State of California, without regard to the conflict of laws provisions thereof.
- j. Venue. The Parties agree that the sole and exclusive forum for any legal proceeding or dispute resolution efforts relating to this Agreement shall be in the County of San Diego, California.
- k. Headings and Interpretation. All headings herein are inserted only for convenience and ease of reference and shall not be considered in the construction or in the interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. The word “including” shall be interpreted to refer to specific items without limitation. Each Party participated in the drafting of this Agreement, assisted by such legal counsel as it desired. Any ambiguities with respect to any provision of this Agreement shall be construed fairly as to all Parties and not in favor of or against any Party.
- l. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, that cannot be settled through negotiation, the Parties agree first to try to settle the dispute by mediation. The mediator shall be mutually selected and agreed upon by the Parties. PIC may, at any time during any dispute and in its discretion, require confidential binding arbitration for the resolution of any disputes. In the event of any dispute between PIC and the County relating to the

County Agreement, Subcontractor shall provide such support as PIC may reasonably request.

- m. Remedies Not Exclusive. The rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- n. Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- o. Prevailing Party. The prevailing Party in any action, suit or proceeding arising out of or relating to this Agreement shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees and expenses and court and other legal costs incurred in connection with such action, suit or proceeding, and all costs, expenses and fees of any appeal. The prevailing Party shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by another Party of its claim or defense.
- p. Failure to Perform. Subcontractor shall immediately notify PIC and Trailhead upon learning that Subcontractor 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, Subcontractor shall, upon request, prepare and deliver to PIC and Trailhead a written mitigation plan. Nothing in this section relieves Subcontractor of its obligations under this Agreement.
- q. No Third-Party Beneficiaries. Except as expressly provided herein or as required under the County Agreement, this Agreement does not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.
- r. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.
- s. Waiver. The failure of a Party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.
- t. Signature. This Agreement may be executed in one or more counterparts, and counterparts may be executed by electronic means, each of which will be deemed an original, but all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Subcontractor Agreement below effective as of the Effective Date.

Policy & Innovation Center

Trailhead Strategies Inc.

By: _____
Name: Susan Guinn
Title: Chief Executive Officer/President
E-mail: sguinn@sdrpic.org
Address: 2508 Historic Decatur Road,
Suite 200, San Diego, CA 92106
Phone: (619) 742-6499
Date: _____

By: _____
Name: Andrew Hall
Title: President & CEO
E-mail: andyhall@trailheadstrat.com
Address: 1996 Falmouth Drive, El Cajon, CA
92020
Phone: (619) 643-2735
Date: _____

**[INSERT LEGAL NAME OF
SUBCONTRACTOR]**

By: _____
Name:
Title:
E-mail:
Address:
Phone:
Date: _____

Exhibit 1

County Agreement

(COUNTY CONTRACT NUMBER 572148)

(attached)

EXHIBIT 1

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 San Diego Regional Policy and Innovation Center, a non-profit organization, located at 2508 Historic Decatur Road, Suite 200 San Diego, CA 92106 (“Contractor”), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. 5 dated May 2, 2023, authorized the Director of Purchasing and Contracting, to award a contract for Public Behavioral Health Workforce Development and Retention Fund Administrator.
- 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 Contractor’s Proposal, Exhibit B Insurance Requirements, and Exhibit C Pricing Schedule. 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 **PERFORMANCE OF WORK**

- 1.1 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.
- 1.2 Contractor’s Representative. The person identified on the signature page (“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.

- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors 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 employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants 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 agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; 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.

- 1.4.1 "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.

- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor’s relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors’ compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 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.
- 1.5 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.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business (“DVB”) requirements and forms, 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 DVB requirements, including meeting the DVB Percent of Utilization on Contractor’s DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB 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 DVB 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 DVB requirements and/or (ii) withholding of payments to Contractor equivalent to

the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor 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 California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2

SCOPE 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 Right to Acquire Equipment and Services. 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.
- 2.3 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 any of Contractor's employees, 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 employees 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.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 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 equipment 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

DISENTANGLEMENT

- 3.1 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.

- 3.2 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.

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

3.3.1 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.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 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.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 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 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, including the Mental Health Services Act (MHSA) Innovation Grant. 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.

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

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

4.3.2.2 Contractor invoices shall include the following language:

I certify, 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 any 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 12.
- 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 12.
- 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 on the signature page 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 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor’s performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also 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. Appropriate action shall be taken to resolve outstanding issues. 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 15 “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 7.1.2 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 of San Diego 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 or Contractor’s employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms,

physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 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.
- 8.2 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 employees 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.
- 8.3 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.
- 8.4 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).
- 8.5 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.

- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply 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.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Reserved.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

- 8.12.3 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; and
- 8.12.4 Interlocking Directorate. 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; and
- 8.12.5 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 and perform services as safely, effectively, and efficiently as possible, 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.
- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor’s employees, while performing services or using County equipment pursuant to Agreement:
- 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County’s Board Policy C-25 and the above prohibitions.
- 8.13 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.

8.14 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.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 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.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 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, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 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; and

8.16.1.2 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;

8.16.1.3 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; and

8.16.1.4 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.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 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 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 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 8.16 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.

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

8.17.1 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;

8.17.2 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;

- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 8.18 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 employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer 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.

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, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 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.
- 9.1.1 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.
- 9.2 Conduct of Contractor.
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift,

gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

- 9.2.5 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.
- 9.3 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:
- 9.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3 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
- 9.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 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.
- 9.4.1 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.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10

INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (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 or its Contractors, licensees, agents, servants or employees. 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 but not limited to attorneys' fees) 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 the same 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.

- 10.2 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 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

ARTICLE 11

AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

- 11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
- 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
- 11.1.1.3 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.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours, given reasonable notice and as mutually scheduled, and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination 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 of all invoices, materials, payrolls (related to time billed to the project), documentation of time billed to the project if the deliverable method is time- based, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. Employment contracts, HR files, and other employment records are not subject to audit. As the contract is deliverable based, hourly time and proof of time is not subject to audit.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 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.

11.2.2 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.

11.2.3 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.

11.2.4 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.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to

appeals under Article 15 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 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.

11.4 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.

11.5 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.

11.6 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 12

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 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. 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. Any data/material published and made publicly available by governments or others on websites, portals, and in reports, as well as other open source data (that which is freely available to the public) shall remain public.
- 13.2 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. Any data/material published and made publicly available by governments or others on websites, portals, and in reports, as well as other open source data (that which is freely available to the public) shall remain public.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and 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 and pursuant to this section 13.3, 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.
- 13.4 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 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) 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.

- 13.5 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.
- 13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14 **(RESERVED)**

ARTICLE 15 **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 16

GENERAL PROVISIONS

- 16.1 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.
- 16.1.1 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.
- 16.2 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 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void
- 16.3 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.
- 16.4 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.
- 16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 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.
- 16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

- 16.8 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.
- 16.9 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.
- 16.10 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.
- 16.11 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.
- 16.12 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.
- 16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, 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.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 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.
- 16.16 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.

- 16.17 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.
- 16.18 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.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee 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 Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); 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. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. 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 (“Complaints”), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all 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.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer 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. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14. Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.3 "Availability of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen

16.21.2.3 (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.4 Volunteer: A person who performs a service willingly and without pay.

16.22 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 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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Exhibit 2

Scope of Work

(attached)

[TO BE ATTACHED]

Exhibit 3

Payment Terms and Budget

[TO BE INSERTED]

Exhibit 4

Proposers RFP Response

(attached)

[TO BE ATTACHED]