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April 24, 2025

**REQUEST FOR PROPOSALS (RFP) 1533
DEPARTMENT OF BEHAVIORAL HEALTH SERVICES
SCHOOLINK REFERRAL SYSTEM**

The County of San Diego is seeking proposals from firms interested in providing a SchoolLink Referral System ("Offerors").

The County has posted this solicitation on its official BuyNet website at <https://sdbuynet.sandiegocounty.gov/>. Offerors should go to BuyNet for the most up-to-date information and to submit Questions and proposals. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select "Participate in RFx" for this solicitation in BuyNet.

The contract term is anticipated to be an initial (base) period of one (1) year with six (6) one-year options.

The Contracting Officer for this solicitation is Tiana Row, Procurement Contracting Officer, (tiana.row@sdcounty.ca.gov)

This RFP package includes:

- This Cover Letter to the RFP
- RFP Instructions and Rules
- Evaluation Criteria
- Submittal Items
- Proposal Cover Page (PC 600 Form)
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- HHSA Linguistic and Cultural Diversity Plan Template (attached as a separate document in BuyNet)
- Attachments 1, 2, 3 and 4-9 (attached as separate documents in BuyNet)
- Draft Agreement, which includes drafts of the following:
 - Exhibit A - Statement of Work
 - Exhibit B - Insurance Requirements
 - Exhibit C - Payment Schedule

SCHEDULE

Below is the County's timeline for this RFP. This timeline is subject to change at any time, at the County's sole discretion. The County will issue an addendum for changes to the Pre-Proposal Conference date, Questions due date, or Proposal due date. The actual timing and sequence of events resulting from this RFP shall ultimately be determined by the County.

Event Description	Date and Time (San Diego Time)
Pre-Proposal Conference	May 7, 2025, at 9:00 a.m./p.m.
Questions due	May 16, 2025, prior to 5:00 p.m.
Proposals due	June 6, 2025, prior to 3:00 p.m.

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PRE-PROPOSAL CONFERENCE

The County will hold a pre-proposal conference by Video/Teleconference using the Microsoft Teams platform on the Date and Time listed in Schedule. To participate, join the virtual conference at <https://events.gcc.teams.microsoft.com/event/cf43bc51-beec-46a7-8492-ad4550696796@4563af13-c029-41b3-b74c-965e8cec8f96>. The County will provide an overview of the RFP process and may provide a program/technical overview and other information. Requests for clarification related to definition or interpretation of this RFP shall be submitted in writing as Questions in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Attendance at the pre-proposal conference is encouraged but not mandatory.

PROPOSAL SUBMITTAL

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

- Offerors are advised to review section 2 of this RFP regarding acceptable formatting of documents and signatures.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit by providing the Purchasing and Contracting front desk with either (i) electronic files on CD/DVD or, (ii) a printed proposal. Offeror must prominently mark such submissions with the RFP number on the outside of the packaging. Please use this method only if unable to submit through BuyNet.
- When submitting via BuyNet, Offerors should allow for sufficient time to submit by an alternate method in the event of technical difficulties.
- Offerors are advised to review the County's COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, for any guidance that may affect proposal submission procedures.
- The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

QUESTIONS

Questions regarding this RFP shall be submitted in writing to the Contracting Officer by the Date and Time listed in the Schedule, in accordance with section 8 (Duty to Inquire, Questions, and Explanation to Offerors).

Please be aware that the County has changed its procedure for submitting Questions. Questions should be submitted via BuyNet, by sending a message to the Contracting Officer through the "Discussions" functionality.

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

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RFP INSTRUCTIONS AND RULES

1. RFP PROCESS

- 1.1. RFPs shall normally be made available on the County of San Diego's BuyNet Website at <https://sdbuynet.sandiegocounty.gov/>. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the pre-proposal conference(s) will be as set forth in this RFP or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by the Date and Time specified in the cover letter to this RFP.
- 1.4. Proposals received, including any additions, revisions, and clarifications, will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.5. If, at any point in the selection process, the County determines that a proposal will no longer be considered for award, the Contracting Officer will attempt to notify the Offeror.
- 1.6. During the selection process, the SSA may determine that an Offeror's proposal is no longer in the competitive range and that it will no longer be considered for award.
- 1.7. The County reserves the right to request clarification and/or additional information ("Clarification") from Offerors. The Contracting Officer will determine the appropriate means of requesting and obtaining Clarification, which may include telephonic communication, email, letter, presentation, oral interview, or an addendum or revision to the proposal. The County may invite Offerors to make presentations to, or participate in interviews with, the County at a date, time, and location determined by the County. Notwithstanding the foregoing, the County is not obligated to seek Clarification, therefore Offerors are advised to submit complete and accurate information in the proposal.
- 1.8. At any point in the selection process, the SSA may authorize discussions to be held with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), or addenda to the proposal that may contain additional selection factors.
- 1.9. The SSC may recommend to the SSA that award be made to one or more Offerors.
- 1.10. After receipt and approval of the SSA's decision, the Contracting Officer will post a Notice of Intent to Award.
- 1.11. Upon Posting of the Notice of Intent to Award (NOI) a contract to the Offeror(s) whose proposal(s) has been ranked highest by the County on the basis of best value to the County, the Contracting Officer will enter into contract finalization negotiations and, upon the successful completion, award a contract(s).
- 1.12. The County may rescind or modify the NOI at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.
- 1.13. The County may, at any time, restart evaluations, modify or replace the membership of the SSC, or correct any deficiencies in the procurement process or evaluation.
- 1.14. The County, in its sole discretion, may determine or alter the timing and sequence of events resulting from this RFP.
- 1.15. When referring to the firm submitting the response to this RFP, the term means a corporation, partnership, limited liability company, limited partnership, limited liability partnership, joint venture, sole proprietorship, or any other legal body able to legally perform business in the State of California.
 - 1.15.1. When referring to the firm's ability to satisfy specific requirements, the term shall also include any parent, subsidiary or related corporation, partnership, limited liability company, limited partnership, limited liability partnership, joint venture, sole proprietorship or any other legal body which the submitting firm acquired or merged with, or will use as a guarantor in providing services to the County should the submitting firm be selected for ultimate award of the contract.
 - 1.15.2. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

2. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 2.1. It is the Offeror's responsibility to submit a proposal based on the most current RFP, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible for complying with any

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requirements posted on BuyNet relating to this RFP. The County has no obligation to contact Offerors directly with any such RFP-related information.

- 2.1.1. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select “Participate in RFx” for this solicitation in BuyNet.
- 2.2. Offerors shall submit one original proposal prior to the date and time specified and through the means specified in the cover letter to this RFP.
 - 2.2.1. When requested, Offeror shall also submit additional copies of the proposal in the manner requested. Copies should be clearly marked as such and labeled with the copy number.
 - 2.2.2. For proposals submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for the purpose of determining timely submittal.
 - 2.2.3. For proposals submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered the official time for the purpose of determining timely submittal.
 - 2.2.4. In the event of multiple submittals of an original proposal by an Offeror, the County will only consider the most recent submittal submitted before the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original proposal and to withdraw or replace any previous submittals in the event they update their proposal. Proposals may be found non-conforming if the County is unable to determine which proposal is the most recent, timely submittal.
- 2.3. All proposals shall be signed with a handwritten signature by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned .pdf images of pages containing original handwritten signatures are acceptable for submission of an electronic file.
 - 2.3.1. Offerors may optionally submit clear pictures, in .jpg, .jpeg, .gif, or .png format, of signature pages containing original handwritten signatures. However, the County requests that Offerors use this method only if they are unable to submit a .pdf with scanned signatures.
 - 2.3.2. Electronic or digital signatures will not be accepted.
- 2.4. The proposal must be submitted in compliance with the following format, unless otherwise specified in this RFP:
 - 2.4.1. Submit electronic proposals as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original handwritten signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. Proposals shall be formatted to print on 8-1/2” x 11” page size, with no less than 1/2” margins and eleven (11) point font.
 - 2.4.3. Proposals shall be formatted as black ink on white background/paper with no shading or otherwise suitable for black and white reproduction.
 - 2.4.4. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments.
 - 2.4.5. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include unnecessarily elaborate brochures, visual or other presentations, or artwork beyond what is sufficient to present a complete and effective proposal.
- 2.5. Your proposal must be organized in accordance with this RFP. Unless otherwise specified, the proposal shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form submitted as the cover of Offeror’s proposal;
 - 2.5.2. A completed and signed Representations and Certifications form;
 - 2.5.3. A Completed and signed Nondisclosure Indemnification Agreement (if applicable);
 - 2.5.4. Any other required forms;
 - 2.5.5. A table of contents listing the contents of the proposal by page number;
 - 2.5.6. A Program/Technical exhibit;
 - 2.5.7. A Cost/Price exhibit;
 - 2.5.8. A Confidential/Proprietary exhibit (if applicable).
- 2.6. Offerors shall submit separate exhibits in separate files for the Program/Technical; Cost/Price; and (if applicable) Confidential/Proprietary exhibit components of their proposal.
 - 2.6.1. For the Program/Technical exhibit:

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- 2.6.1.1. Content shall be organized to correspond to the applicable question or item within Submittal Items. All forms, responses, and attachments shall be sequentially numbered to correspond to the applicable question or item.
- 2.6.1.2. No price data are to be included in the Program/Technical exhibit.
- 2.6.1.3. No confidential or proprietary information, including PI (Personal Information), PII (Personally Identifiable Information), or PHI (Protected Health Information), is to be included in the Program/Technical exhibit. Responses that include confidential or proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example, if Submittal Item 1 requires staff Social Security Numbers, the response to Submittal Item 1 shall state: “See response 1 contained within the Confidential/Proprietary exhibit”).
- 2.6.1.4. If price or confidential/proprietary information is included in the Program/Technical exhibit, the County may, at its sole discretion, remove such information or declare the proposal non-conforming.
- 2.6.2. For the Cost/Price exhibit:
 - 2.6.2.1. All cost and pricing information must be contained within Cost/Price exhibit. No additional compensation will be allowed. If performance or payment bonds are required, the cost of providing the bond shall be included in the proposed pricing.
- 2.6.3. Submit a separate Confidential/Proprietary exhibit (if applicable):
 - 2.6.3.1. The County is a public agency subject to applicable disclosure requirements, including the Public Records Act, California Government Code § 6250 *et seq.* The County intends to publish contracts, which may contain some or all of the successful proposal(s), to its public website. If an Offeror asserts that information contained within its submission is confidential or proprietary:
 - 2.6.3.2. It must be submitted in a separate clearly labeled exhibit with all pages marked as “CONFIDENTIAL/PROPRIETARY EXHIBIT.”
 - 2.6.3.3. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.3.4. In accordance with the California Public Records Act, the County will not treat any pricing or terms and conditions as confidential or proprietary. If the County determines that a submission improperly designates pricing or terms and conditions as confidential or proprietary, the County may, at its sole discretion: (i) deem the information releasable; (ii) declare the submission non-conforming/non-responsive; or, (iii) take any other appropriate action.
- 2.7. All proposals become the property of the County upon submission. An Offeror may request the return of its proposal upon withdrawal, as specified in Paragraph 6, which return the County may grant or deny in its sole discretion.
- 2.8. The County has the right to withhold all information regarding this procurement until after contract award, including, but not limited to: the number of proposals received; the identity of Offeror(s); the content of proposals; the County’s evaluation and results thereof; and, the identity of the members of the SSC. Information releasable after award is subject to the disclosure requirements and withholding exemptions of the California Public Records Act.

3. EVALUATION AND SELECTION

- 3.1. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of the Request for Proposals. The County shall also have the discretion to waive any irregularities or deviations from the requirements of the Request for Proposals in any submission.
- 3.2. Evaluations shall be based on the criteria contained in the Evaluation Criteria and Submittal Items.
- 3.3. The County may consider information known to the County, in addition to the information provided in response to the RFP.
- 3.4. At any point in the evaluation process, the County may determine that a proposal is unacceptable in any area and no longer consider it for award.
- 3.5. When evaluating Offeror’s Program/Technical response, County may appropriately consider the Environmental Impact (as that term is defined in Board of Supervisor’s Policy B-67 “Environmentally Preferable Procurement”) of the proposed products and/or delivery of services, in accordance with Board Policy B-67. Offerors are encouraged to include information regarding Environmental Impact(s) in submissions.

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- 3.6. When evaluating an Offeror's pricing, the County may also consider the effect of the proposal on the overall total cost to the County.
- 3.7. Local preference: In accordance with Section 405 of the San Diego County Code of Administrative Ordinances, when evaluating competing proposals, the County will give a five percent (5%) price preference to Preferred Vendors (a Local Business that is also Veteran Owned Business, Disabled Veteran Business, or Small Business). Veteran Owned Business and Disabled Veteran Business are defined in County of San Diego, Board of Supervisors Policy B-39a. Small Business is defined in County of San Diego, Board of Supervisors Policy B-53.

The price preference will be applied to the proposed price portion of the evaluation only. Five percent (5%) or fifty-thousand dollars (\$50,000), whichever is less ("Price Adjustment"), shall be subtracted from any Preferred Vendor's proposed price being evaluated for award ("Adjusted Price"). A Preferred Vendor's Adjusted Price shall be the basis for evaluating the proposal's price. Contract award will be made to the proposer(s) providing the best value to the County after consideration of the price preference and will be made at the unadjusted price. For example, a Preferred Vendor submitting a proposal for \$100,000 would be evaluated as if the proposed price was \$95,000. If, based on the Adjusted Price, the Preferred Vendor is evaluated to be the best value, the Preferred Vendor would be awarded a contract at the unadjusted price of \$100,000.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

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

5. COUNTY COMMITMENT

- 5.1. This RFP does not commit the County to award a contract, nor does it commit the County to pay any of Offeror's costs incurred in the preparation or submission of the proposal. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all proposals received as a result of this RFP or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFP in part or in whole at any time prior to contract execution.
- 5.4. No prior, current, or post award communication(s) with any officer, agent, or employee of the County shall affect or modify any terms or requirements of this RFP, except as explicitly provided for in this RFP.

6. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 6.1. A proposal that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt, will not be considered for award unless: it is received before award is made; the County determines that it is in its best interest to accept the proposal; and
 - 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt; or,
 - 6.1.2. No timely and conforming proposal was submitted.
- 6.2. Proposals may not be modified after the due date, except for modifications resulting from the Contracting Officer's request for a revised proposal, Best and Final Offer (BAFO), or an addendum to the proposal.
- 6.3. Proposals may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter.

7. DILIGENCE

- 7.1. The County and its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The selected Offeror(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered

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or should have been discovered through due diligence. Such due diligence may include, but is not limited to: obtaining information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site); or, independently, to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors' Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFP or the Offeror's proposal, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Offerors shall not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFP or by law. Any improper contact may, at the County's sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Offerors shall direct requests for explanation regarding the RFP or related documents to the Contracting Officer in writing as a question ("Question"). Questions should be submitted through BuyNet by sending a message to the Contracting Officer using the "Discussions" functionality. Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date and time stated in the Cover Letter. Formal County responses to Questions will be in writing; oral explanations or responses to Questions will not be binding upon the County.
- 8.3. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFP or related documents, Offeror shall have a duty to submit a Question to the County.

9. PROTEST PROCEDURE

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

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

10. DEBRIEF AND REVIEW OF CONTRACT FILES

Offeror may request a debriefing from the Contracting Officer on the evaluation of Offeror's proposal after Offeror has been notified by the Contracting Officer that the Offeror's proposal is no longer being considered for award. Prior to contract execution, no information about proposals that other parties have submitted will be made available to Offeror in such debriefing. After contract execution, the proposals, the Source Selection Committee Report, and any other releasable documents may be reviewed by an Offeror and discussed during debriefing. Copies of any documents that the reviewer requests will be reviewed and released in accordance with the California Public Records Act.

11. OFFEROR COMMUNICATIONS

- 11.1. If Offeror issues any public announcement, or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFP process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 11.2. Audio and/or video recording of pre-proposal conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFP are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

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

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13. SOLICITING EMPLOYEES

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

14. PROHIBITED CONTRACTS

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

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

15. CALIFORNIA REVENUE & TAXATION CODE § 18662

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

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

Franchise Tax Board Websites

<https://www.ftb.ca.gov>
<https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>
<https://www.ftb.ca.gov/forms/search/>

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

16. W-9 FORM

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

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EVALUATION CRITERIA

Proposal Evaluation Criteria

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

Criteria	Key factors include but are not limited to:
Technical Solution and Functionality	<ul style="list-style-type: none"> • Offeror's acceptance or non-acceptance of the Exhibit A, Statement of Work (SOW) and any risk • Extent to which Offeror's proposed service solution will fulfill the County's goals including ability of: <ul style="list-style-type: none"> ○ Offeror's Referral System to meet user functionality, compliance, and controls as outlined in Exhibit A. Statement of Work and SOW Attachments 1, 2 and 3 • Offeror proposed referral system's ability to interface with the County's Enterprise Data Warehouse and systems external to the County of San Diego Local Area Network • Offeror's proposed implementation timeline is reasonable and operationally efficient • Extent to which the technical approach fulfills the County's requirements, as listed above, and the proposal clearly and comprehensively describes the approach to the implementation of the system, including: <ul style="list-style-type: none"> ○ Identifying how each component and function of the system will be achieved ○ Identifying any issues/risks related to system implementation and proposing effective risk mitigation strategies • Extent to which Offeror's proposal provides any additional value to the County
Technical Regulations, Architecture, and Security	<ul style="list-style-type: none"> • Offeror's acceptance or non-acceptance of Information Technology Requirements, Exhibit A Attachments 4 through 9 • Extent to which Offeror's completed Information Technology Requirements, Exhibit A Attachments 4 through 9 meets County's requirements
Organizational Background, Experience, and Staffing	<ul style="list-style-type: none"> • Offeror's proposed staffing and framework are designed to support and achieve the goals and outcomes • Offeror (including Offeror's proposed subcontractors) demonstrates experience, knowledge, and capability to meet the system requirements as outlined in the SOW • If proposed, Offeror's subcontractors offer significant and meaningful impact • Offeror's references demonstrate a record of quality performance • Offeror submitted a HHSA Cultural & Linguistic Diversity Plan that meets the cultural and linguistic needs of the Users
Pricing	<ul style="list-style-type: none"> • Offeror's proposal provides stable, comprehensive and predictable pricing that limits pricing risk or variance to the County
Organizational Stability and Risk	<ul style="list-style-type: none"> • Offeror's proposal demonstrates fiscal stability and any risk to the ability to provide services. • Offeror's litigation history and any risk to the County
Acceptance of Terms, Conditions and Insurance	<ul style="list-style-type: none"> • Offeror's acceptance of the terms present risk to the Offeror's agreement with, or exceptions to, the Terms and Conditions, including insurance requirements

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SUBMITTAL ITEMS

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

Offeror's response to these Submittal Items shall be no more than fifty (50) pages, excluding disclosures, sample work products, and similar attachments. When including attachments, reference the specific supporting information in the applicable portion(s) of your narrative response.

Technical Solution and Functionality

1. Provide a statement that Offeror has read, understands, and accepts the Exhibit A - Statement of Work (SOW). If Offeror has exceptions to any requirements, provide a marked up redline version of the SOW that provides applicable alternative language along with supporting explanation to support any alternative standards/language being proposed.
2. Following the format of Exhibit A - Statement of Work, and referencing SOW Attachments 1, 2 and 3, clearly describe how the proposed system meets the County's requirements by providing a detailed explanation of each system component and its implementation. Description should include:
 - 2.1. Whether your organization can provide the referral system off-the-shelf with licenses/subscriptions per requested User, or if the referral system will be built from scratch.
 - 2.2. Other systems that the proposed referral system can interface with as specified in Exhibit A Statement of Work Section 6.3.5.
3. Describe how proposed system supports scalable data storage, efficient document retrieval, robust security measures and ensure data integrity, performance, and compliance with relevant regulatory standards as document volume and organizational needs grow.
4. Software Support and Maintenance:
 - 4.1.1. Describe the support services you offer, including installation, troubleshooting, maintenance, and upgrades.
 - 4.1.2. Provide details on your support hours, availability of after-hours support, response times, and escalation process.
 - 4.1.3. Describe your maintenance plans, including the frequency of updates and patches.
5. Training and Documentation:
 - 5.1.1. Describe the types of training programs you offer and any additional associated costs (if not included in the proposed system price)
 - 5.1.2. Provide information on the availability of user documentation, FAQs, and other resources.
6. Future Development and Roadmap:
 - 6.1.1. Provide information on your product roadmap and planned future updates and features.
 - 6.1.2. Explain how your software can scale to accommodate growth.
7. Describe the types of configurations that County staff can perform independently and specify which configurations require vendor support or advanced technical expertise.
8. Identify any issues/risks related to system implementation and include proposed effective risk mitigation

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strategies.

9. Confirm (YES/NO) that you are willing to provide a virtual demonstration of the proposed SchoolLink referral system that demonstrates conformance to the Statement of Work requirements for both the public-facing and County-facing user interfaces. YES ☐ NO ☐

If no, explain why not.

10. Provide a detailed Implementation Plan that addresses the following:
- 10.1.1. The County anticipates system implementation commencing from the date of contract award and requests system completion/acceptance by December 31, 2025.
 - 10.1.2. Fully describe your setup, training, and implementation process. In your response, include a timeline starting from contract execution to full system implementation (Go-Live) that fully details the processes and phases involved in achieving the go-live status for the quoted system within ninety (90) days after contract execution. Fully describe any data conversion activities and County-provided resources that will be required during this process.
 - 10.1.3. Fully describe the hardware and software requirements for the implementation of your System.
 - 10.1.4. Describe the roles and responsibilities of County personnel needed during system configuration, data migration, testing, and go-live processes.
 - 10.1.5. Detail the County-provided resources and support required for this project.
11. Describe any value-added characteristics available in your referral system that are included in your proposed cost.
12. Confirm the availability of an Application Programming Interface (API) for system integration and provide a detailed description of its capabilities, including:
- 12.1.1. Supported API protocols and standards (e.g., REST, SOAP, GraphQL).
 - 12.1.2. Authentication and security measures (e.g., OAuth, API keys, encryption).
 - 12.1.3. Scalability and flexibility to support integration with future County systems.
 - 12.1.4. Additionally, respondents should provide real-world examples of successful API integrations and outline their approach to ensuring seamless interoperability with future County systems.

Technical Regulations, Architecture and Security

13. Confirm (YES/NO) that Offeror understand and accepts the Information Technology Requirements (Exhibit A Statement of Work Attachments 4 through 9).

YES ☐ NO ☐

If no, comment or provide context on areas of concern where your organization may not be able to meet the IT Requirements. Failure to specifically reject a proposed requirement(s) will be deemed an acceptance of such requirement.

14. Submit a completed Information Technology Requirements (Exhibit A Statement of Work Attachments 4 through 9), attached separately in BuyNet.

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Organizational Background, Experience, and Staffing

15. Describe in detail your organization's experience in providing the same or similar solution to other government entities and non-government organizations within the last five (5) years. Your response should include:
 - 15.1. Company Background: A brief history of your company including dates of operation, , areas of specialization
 - 15.2. Project Experience: Specific examples of similar projects completed within the last five (5) years, including projects similar in size and complexity. Fully describe the experience in implementation, scope and outcomes. Include descriptions of services provided, contracting entity, contract term, and total contract values.
 - 15.3. Describe your system support services including:
 - 15.3.1. Standard support hours (days and times).
 - 15.3.2. Availability of after-hours support.
 - 15.3.3. Response times for different types of support requests (e.g., critical issues, standard issues).
 - 15.3.4. Support escalation process.
 - 15.3.5. Availability of on-site support if required.
16. Describe your organization's experience working with Enterprise Resource Planning (ERP) integrations relevant to the type of interface requirements of this request for proposal.
17. Describe your organization's experience in customer engagement/communication, and problem resolution.
18. Provide an organizational chart or bio, illustrating staff supporting the County's SchoolLink Referral System that includes titles/position, responsibility area, relevant bios. Include full details of the Project Manager per Exhibit A, Section 7.4 and any direct lines of staff that will support County services.
 - 18.1. Describe/provide details about the diversity of your workforce, particularly in leadership positions.
 - 18.2. Describe the specific measures including training that your organization has implemented to promote diversity and inclusion within your organization.
 - 18.3. Complete and submit HHSA Cultural & Linguistic Diversity Plan Template (attached as a separate document in BuyNet).
19. References: Provide a minimum of three (3) business references for the Offeror's most relevant similar projects or programs within the past five (5) years. County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:
 - 19.1. Reference organization's name, mailing address, phone number, and email address.
 - 19.2. Contact person representing the reference organization, title, phone number and e-mail address. The reference contact person must be familiar with the Offeror, and the Offeror's relevant experience and performance.
 - 19.3. Brief statement of the person's or organization's relationship to the Offeror, and the period of the relationship.

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- 19.4. A summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.
- 19.5. If previous work was not similar, list three (3) references who can attest to Offeror's competency.
- 19.6. If an Offeror lists a County of San Diego Contracting Officer's Representative (COR) or Health and Human Service Agency (HHSA) staff member as a reference, the Source Selection Committee (SSC) shall rely upon compliance and performance history provided by Agency Contract Support (ACS).

Note: The County will make reasonable attempts to contact references. The County's inability to reach a reference after reasonable attempts may be treated as an unfavorable or missing reference for evaluation purposes. An unfavorable response is a response from a listed reference stating that they would not enlist your organization to perform services again in the future, or comments provided that the County deems to be substantially negative or reflective of substandard service. The County also reserves the right to make its own inquiries to other sources for which services have been performed but are not listed in your submittal.

Acceptance of Terms and Conditions and Insurance

20. The terms and conditions have been provided as part of the RFP. Offeror should respond to these documents including Terms and Conditions and Definitions in RFP in accordance with the procedures and format set forth below.

Confirm (YES/NO) Offeror's acceptance of the proposed County standard terms and conditions and insurance requirements as presented in the RFP.

YES ☐ NO ☐

If NO, provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that Offeror may have with the documents listed. If Offeror objects to a particular paragraph or clause, then Offeror will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms Offeror is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter response. Simply stating that a paragraph or clause is "Not Acceptable" or proposing alternative contract terms without describing in business language the reason or rationale may be considered acceptance of that paragraph or clause. If Offeror does not identify specific concerns with a particular paragraph or clause, the County will consider the paragraph and/or clause acceptable. Offeror shall also provide a description of the business benefit to the County for the proposed language changes.

If applicable, provide a redlined copy reflecting the proposed revisions.

The County will favor a response that contains a minimal number of exceptions to the requirements and Terms and Conditions contained in the RFP. Should you take exception(s) to the contract, you understand that the County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Offeror's response to the solicitation unacceptable.

The Offeror will be deemed to have accepted any terms and conditions of the Contract to which it does not take exception in its proposal, and such accepted terms and conditions will not be subject to further negotiation.

Pricing

21. Complete Exhibit C, Pricing Schedule. entering in quoted pricing for one year (Initial Term) plus six (6) one-

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year County Option periods. Please include a detailed pricing structure.

22. Contractors are also required to submit a proposed payment schedule listing each Milestone and any other event for which payment will be due. The payment schedule may include as many Milestone or other payment events as the Contractor chooses and may assign to each Milestone or payment event whatever portion of the total System Prices as the Contractor deems appropriate, subject to the following:

22.1. Contractor's proposed payment schedule must include, at a minimum, the events listed below, and the proposed payment associated therewith. The total of all payments in Contractor's proposed payment schedule should equal the total System Price. Contractor need not include a payment for any of the events listed below for which the Contractor does not desire to propose a separate payment, however, all the events listed below must appear in the payment schedule with the date after the execution of the Agreement by which the event will occur:

22.1.1. Acceptance of the Project Plan

22.1.2. Acceptance of the Detailed System Design/Functional Specifications

22.1.3. Acceptance of each Module

22.1.4. Acceptance of the SchoolLink Referral System as a whole

22.1.5. Acceptance of Training for System as a whole

Milestones require Acceptance by the County of the subject Deliverable to have occurred in order for payment to be made. Other payment events not associated with Acceptance of a specific Deliverable or Training may be proposed, with the understanding that the County strongly prefers that payments be linked to the delivery of Deliverables for which specific Acceptance criteria have been agreed.

The proposed payment schedule should include the expected date after execution of the Agreement by which each Milestone or payment event shall occur, assuming the Contractor has timely delivered the Deliverables, Training, and Services as required by the Agreement. The Contractor understands that County may delay Acceptance of any Deliverable, Training or Services until the same has met all Acceptance criteria set forth in the Agreement, the Accepted Project Plan, and the Specifications.

23. For any related costs not covered in your fixed-price quote, include a separate attachment listing all additional costs that will be or may be part of your quote response.

Organizational Stability and Risk

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

24.1. Provide the most current un-audited financial statements, to include the Statement of financial Position (Balance Sheet) and the Statement of Activities (Income statement).

24.2. Provide the following information for the last three (3) fiscal years. Annual audit report to include:

24.2.1. Audited financial statement with the applicable notes.

24.2.2. Independent Auditor's Report on Compliance and Internal control over Financial Reporting based on an Audit of the Financial Statements in Accordance with

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Government Accounting standards.

- 24.2.3. Independent Auditor’s Statement of Findings and Questioned costs
- 24.2.4. Management Letter
- 24.3. If the Offeror does not have audited financial statement, submit un-audited financial statements for the last three (3) Fiscal Years, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).
- 24.4. The Offeror may submit in place of the requested audited or un-audited financial statements for the last three (3) Fiscal Years, as listed above, copies of letters issued by the Agency Contract Support verifying receipt of audited or unaudited financial statements for the last three (3) fiscal years.
- 24.5. Provide documentation that the Offeror has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves.
- 25. Provide a description of any litigation and the resolution in the past five (5) years related to the Offeror’s performance. Provide a brief explanation of the reasons for the actions, their status, how they were resolved, and if there were any penalties, fines, or other actions taken.
 - 25.1. Provide a copy of a letter from Offeror’s attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent fiscal year.
 - 25.2. List all information concerning the status of any lawsuits and pending litigation of the Offeror and principals thereof, and a description of any litigation active in the past five (5) years related to the Offeror’s past performance under agreements similar to the one proposed in this RFP,
 - 25.3. Explain if the Offeror, or any of its officers, are presently the subject of any investigations, accusations, or charges by any federal, State, or local law enforcement agencies, or licensing/certification body as certified in Paragraph 4.2.3 of the Representations and Certifications form in this packet.
- 26. Provide a summary and documentation of the agreement performance and the Offeror’s compliance for the last three (3) agreement years.
 - 26.1. List all findings and/or corrective actions related to the following: In-Depth Invoice Reviews, Corrective Action Notices, or similarly related reviews and/or notices of Agency-issued non-compliance; also list why the corrective actions were issued, their required timelines/deadlines, how they were resolved, and if they were resolved within the required timeline/deadline.
 - 26.2. Provide the history of all programs on a required Corrective Action, or Contract Risk Report, or similarly related history on correction actions or risk reports, over the past three (3) years including the program name, reason for corrective action, and corrective action timeline.
 - 26.3. Provide a detailed listing of any breach or noncompliance, failure, or refusals to complete an agreement; information on early termination and details of any and all liquidated damages assessed by any entity during the last three (3) years.

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PROPOSAL COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

DESCRIPTION

Request for Proposals (RFP) 1533

SCHOOLINK REFERRAL SYSTEM

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Company/Organization Name

Address

()

Telephone Number

Website Address

()

Fax Number (optional)

County communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Authorized Representative Name

Authorized Representative Title

Authorized Representative Email Address

()

Authorized Representative Telephone Number

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC)

(if different from Authorized Representative)

POC Name

POC Title

POC Email Address

()

POC Telephone Number

POC Mailing Address

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

Authorized Representative Signature

Date

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 1533)
DEPARTMENT OF BEHAVIORAL HEALTH SERVICES
SCHOOLINK REFERRAL SYSTEM

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed, and returned with the offer (the term “offer” includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☐ For-profit ☐ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, Offeror certifies it is not a non-profit that has entered into a subcontract relationship with a related for-profit entity where an interlocking directorate, management, or ownership relationship exists, except as disclosed on an attached list. All awards of contracts disclosing such relationships must be approved by the Board of Supervisors.

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☐ Yes ☐ No

3.2. Are you certified by the State of California as a:
☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: _____

☐ Small Business (SB, SB-PW, MB, etc.)

Certification #: _____

3.3. Are you certified by the federal government as a:

☐ Veteran Owned Small Business (VOSB)

Certification # _____

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____%

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this certification 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.

4.2. Except as allowed for in Section 4.2.6, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification.

4.2.2 Are 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.

4.2.3 Are proposed for debarment by any state, local, or federal department or agency.

4.2.4 Have a judgment rendered against them by a body described in 4.2.2 that is unsatisfied.

4.2.5 Have within a three (3) year period preceding this certification (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 4.2.2 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

4.2.6 If Offeror is unable to certify any of Sections 4.2.1 through 4.2.5, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes ☐

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes ☐

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____ Date: _____

Title: _____ Company/Organization: _____

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DEPARTMENT OF BEHAVIORAL HEALTH SERVICES
SCHOOLINK REFERRAL SYSTEM**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

("County") and Offeror Company/Organization Name: _____

("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, California Government Code § 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in California Government Code § 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, 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 (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, 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, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR
Offeror Company/Organization Name: _____
Authorized Representative Name: _____
Authorized Representative Title: _____
Signature: _____ Date: _____

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DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <https://www.sandiegocounty.gov/content/sdc/cob/oed.html> . The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/> .

For this solicitation:

DVB Subcontractor Participation Requirements are not applicable. Bidder/Offeror (Offeror) does not need to submit DVB documentation with its submittal.

DRAFT AGREEMENT

RFP 1533

SCHOOLINK REFERRAL SYSTEM

DRAFT
AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME/] FOR SCHOOLINK REFERRAL SYSTEM**

DRAFT AGREEMENT

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 _____, located at _____ ("Contractor"), with reference to the following facts:

RECITALS

- A. Pursuant to the San Diego County Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for SchoolLink referral system.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Offeror's Proposal, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. 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

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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 of 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 **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 **RESERVED**
- 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/>
- 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.

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- 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

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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.

3.3.6 Licenses to Proprietary Software.

For any software programs developed for use under this Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the Replacement Provider (and to County, if Replacement Provider is other than County), at no charge to County, to use, copy, and modify, all software, including software not specifically developed for County under this Agreement, that would be needed in order to allow Replacement Provider to continue to perform the Disentangled Services. Contractor shall also provide Replacement Provider (and County, if Replacement Provider is other than County) with a copy of all such software, in such media as requested by County, together with object code, source code, and appropriate documentation. Contractor shall also offer to County, as appropriate, the right to receive maintenance (including all enhancements and upgrades) and support with respect to such software for so long as County requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

**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 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.

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

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

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

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month. Completed fixed-price deliverables may be invoiced upon acceptance

4.3.1.1 Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month, or include with invoices for other completed and accepted Services.

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

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

4.3.2.2 Contractor 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.

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- 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.

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

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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

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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

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- 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:

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- 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

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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.

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- 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, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including 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 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, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

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- 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

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disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

- 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.
- 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.

**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
- 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
- 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;

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- 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
- 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
- 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

- 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2 “Business Associate,” when applicable, shall mean the Contractor.
- 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 “Covered Entity,” when applicable, shall mean the County.
- 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with County.
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1 Initial Report.
 - 14.3.6.1.1 Contractor shall email County Contracting Officer’s Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
 - 14.3.6.1.2 Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
 - 14.3.6.1.3 Contractor shall additionally submit an online County “Privacy Incident Report” through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
 - 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County’s “Privacy Incident Report” online form.
 - 14.3.6.3 Notification. Contractor will comply with County’s request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.

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

**ARTICLE 15
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.

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- 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

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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 (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.

16.21.2.3 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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**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME/] FOR SCHOOLINK REFERRAL SYSTEM**

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on the date of the last signature below and end on June 30, 2026 (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for six (6) increments of one (1) year (each an “Option Period”), for a total of six (6) years beyond the expiration of the Initial Term, not to exceed June 30, 2032. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

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

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed **[# write out amount] (\$#####)** (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit C.

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)

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

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.

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

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

CONTRACTOR:

COUNTY OF SAN DIEGO:

ALLEN HUNSBERGER, Director
Department of Purchasing and Contracting

By: _____
#NAME
#TITLE
#DATE

By: _____
#NAME
#TITLE
#DATE

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR SCHOOLINK REFERRAL SYSTEM
EXHIBIT A – STATEMENT OF WORK**

1. PURPOSE

- 1.1. Contractor's referral system shall connect children and their families to behavioral health services, when needed, via partnerships between schools and entities such as behavioral health agencies, Community Based Organizations (CBOs) and their behavioral health programs.

2. BACKGROUND

- 2.1. [SchoolLink](#) is a partnership between the County of San Diego Behavioral Health Services (BHS), contracted Community Based Organizations (CBOs) and local school districts to promote behavioral health wellness of students. Through the SchoolLink partnership, students are provided with behavioral health treatment on designated school campuses which promotes access to care.
- 2.2. Currently, the process for SchoolLink referrals is reliant upon manual processes. School staff initiate a referral by filling out a [SchoolLink referral PDF form](#) and sending it to a participating program via an encrypted email. In turn, the program documents the status of the referral, including screening, assessment, and treatment information in a monthly referral communication log that is distributed via encrypted email.
- 2.3. Additionally, Contracted CBOs fills out a [SchoolLink Annual Plan](#) and [Annual Meeting](#) form and submit it to the Contracting Officer's Representative (COR) via email.
- 2.4. BHS would like to streamline this process to eliminate the need for the schools, programs and BHS to manually exchange documents via email in order to share referral status. Additionally, having an automated, online referral system would allow BHS to streamline the reporting processes related to the oversight and management of the SchoolLink Program.
- 2.5. Live Well San Diego. The County of San Diego, Health and Human Services Agency (HHSA), supports the Live Well San Diego vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about Live Well San Diego can be found on its website dedicated to the vision: <http://www.LiveWellSD.org>
- 2.6 Requirements, deliverables, and measurable outcomes in Exhibit A: Statement of Work that support Live Well San Diego may be found in the following section: 6.3.3.

3. DEFINITIONS:

- 3.1. "System" references the SchoolLink Referral System.
- 3.2. "Project" references the implementation of the SchoolLink Referral System, system configuration, system go-live, and project management support to the SchoolLink Referral System. The Project shall run through the implementation of the System and finish once implementation is complete and accepted by the County.
- 3.3. "Program" references programs under contract with the County to provide behavioral health services to specific county Schools as part of the SchoolLink initiative.
- 3.4. "School" refers to a school belonging to a school district that has an established Memorandum of Understanding (MOU) with a Program for the provision of behavioral health services.

4. GOALS AND OBJECTIVES

- 4.1. Contractor shall develop and implement an online automated referral system that will meet the following goals and objectives.
 - 4.1.1. Increase efficiency and effectiveness of referral submission processes enabling Schools and BHS contracted Programs to manage SchoolLink referrals electronically and reduce email-based business processes.
 - 4.1.2. Improve referral-related communications between Schools, Programs and BHS providing the information needed via well-designed user interfaces and functions.
 - 4.1.3. Improve the process for completing and submitting the SchoolLink Annual Plan and Annual Meeting.
 - 4.1.4. Streamline reporting processes related to the management of SchoolLink referrals.
 - 4.1.5. Improve overall delivery of behavioral services to children and families through the application of information technology.

5. GENERAL REQUIREMENTS

- 5.1. Contractor shall work with the County to implement and support the online automated Referral System

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EXHIBIT A – STATEMENT OF WORK**

- 5.2. Contractor shall support system configurations, interface development, website maintenance, and all related systems utilized in the end-to-end operation of its SchoolLink Referral System solution to the County. Contractor shall demonstrate support by completing a Project Plan to the County to include, but not limited to, resources, actions, and timelines for integration development, testing, and deliverables.
 - 5.2.1. Contractor shall work with County to refine the project schedule to support the project activities, upgrade activities as needed, assign responsibilities, and kick-off the project.
- 5.3. Contractor shall, at minimum, provide its services during normal business hours (defined as 7:00 am – 6:00 pm PT, Monday through Friday). Scheduled holidays shall be in accordance with the San Diego County guidelines.
- 5.4. Contractor shall have a team of qualified personnel assigned to work with the County, who must be reachable by, at minimum, phone and e-mail within twenty-four (24) hours of initial contact.
- 5.5. Contractor shall provide services to an estimated number of 1,950 users per year, with the option to add or decrease users at any time during the contract term. Any licensing/subscription fees shall remain the same price per User regardless of location/organization.

6. SPECIFIC REQUIREMENTS

6.1. Implementation Services

- 6.1.1. Project Kickoff. Contractor shall hold a meeting with all key personnel involved in the Project. Contractor shall provide full demonstration of the System in its foundational state for County stakeholders.
- 6.1.2. Project Plan. Within thirty (30) days following the execution of this Agreement, the Contractor shall provide a phased, milestone-based, detailed Project Plan. The Project Plan shall be comprehensive, providing detailed timelines and milestone for the Services outlined herein and shall be utilized to provide the Services defined herein.
- 6.1.3. Project Management Documentation. Contractor shall collaborate with County to document the various project management documents that may be included in, or supplementary to, the Project Plan. Contractor shall regularly review these documents and update as appropriate throughout the project. Updates shall be approved in writing by the Contracting Officer's Representative (COR).
- 6.1.4. Software Requirements Gathering. Contractor shall configure required functionality of the System to meet the needs of the County. Contractor shall prepare a Software Requirements Document, which shall include all functions and workflows of the System, including but not limited to:
 - 6.1.4.1. SchoolLink referral management
 - 6.1.4.2. SchoolLink Annual Plan and Annual Meeting management
 - 6.1.4.3. User account management
 - 6.1.4.4. Reports generation
 - 6.1.4.5. User access via a web portal
 - 6.1.4.6. Security maintenance
- 6.1.5. Development and Delivery. Contractor shall develop necessary configuration, and customization to meet the requirements defined in the Software Requirements Document.
- 6.1.6. Testing and Quality Assurance. Contractor is responsible for the initial testing and quality assurance of the System based on the Software Requirements Document.
 - 6.1.6.1. Contractor shall develop and deliver to County by the dates set forth in the Project Plan a Testing Plan by which County shall, with Contractor's assistance accurately determine whether the System and each deliverable conforms to the applicable Documentation.
 - 6.1.6.2. Contractor shall develop and deliver to County by the dates set forth in the Project Plan suggested Acceptance Tests by which County or County designee shall, with Contractor's assistance, accurately determine whether the System and each deliverable conforms to the applicable Documentation. Each Acceptance Test shall adequately detail the expected results and shall focus on changes and customization to the base Application. County, at its option shall document any malfunctions identified during Acceptance Testing using a Problem report.
 - 6.1.6.3. Contractor shall promptly correct any material malfunctions and provide County 24-hour prior notification when re-testing may be conducted.
- 6.1.7. Training. Contractor shall provide pre-Go-Live and Go-Live training support for all authorized users to support the management of and ongoing productive use of the System within County's environment. End User training shall be provided via in-person or online as directed by County and shall be fully defined in the Training and Go-Live Plan.

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EXHIBIT A – STATEMENT OF WORK**

- 6.1.8. Go-Live. Contractor shall support Go-Live activities for the System's deployment within County's Production environment. Go-Live scheduling shall be defined in the Training and Go-Live Plan.
- 6.1.8.1. The commitment for the completion and go-live of the overall project shall be determine collaboratively by the County and Contractor but shall not be later than December 31, 2025. Contractor shall provide written confirmation to Contractor of go-live start date two (2) weeks in advance of agreed upon date.
- 6.1.8.2. Readiness. When all Deliverables required by the Project Plan for Go-Live are delivered to County, and Contractor determines that the System and Services are completed, installed and operational, Contractor shall provide County with written notice that the System is ready for Go-Live. Upon receipt of such notice, County shall perform Pre-Live Acceptance to verify that:
- 6.1.8.2.1. All required Deliverables have been delivered and accepted.
- 6.1.8.2.2. All reported material malfunctions identified during acceptance testing have been corrected or otherwise resolved, and
- 6.1.8.2.3. System and Services are completed, installed and operational. Upon successful completion of Pre-Live Acceptance, County shall provide written confirmation to Contractor of the Go-Live start date two (2) weeks in advance of the date.
- 6.1.8.3. Go-Live Support. Contractor shall provide Go-Live support during and following Go-Live for a period of up to three (3) days as part of the included Services.

6.1.9. Final System Acceptance. Upon completion and sign-off on User Acceptance Testing (UAT) and training, the System shall be deemed as "live in production". Following go-live, County shall utilize the System in a production capacity for a period of 90 days, during which time Contractor shall address all deficiencies and enhancements. Contractor shall correct all deficiencies at no additional cost. System is deemed accepted by County and the project moved into Maintenance and Support Services. A letter memorializing any remaining deficiencies shall be submitted by Contractor to County with formal commitment to address open deficiencies without additional cost to County.

6.1.9.1. Acceptance and Deficiency Procedure

- 6.1.9.1.1. While providing Implementation and Training Services, Contractor shall notify County when Deliverables are available for County review. County shall perform a review as County deems necessary to verify that the Deliverable conform to the applicable specifications and/or functional criteria.
- 6.1.9.1.2. County shall certify, through the use of the System in a Production (live) environment, that the System conform to the warranties, the Documentation and any other criteria established in the Agreements and Implementation Plan. Acceptance will occur upon the County's written acceptance of the Deliverables following Contractor's deliver thereof.
- 6.1.9.1.3. In the event that the County rejects the Deliverable as provided in the Agreement, County shall notify Contractor via the Problem Report, Contractor shall then deliver to County promptly, but no later than thirty (30) days following notification via the Problem Report a correction of the Deliverable with notice of Deliverable completion for County review.
- 6.1.9.1.4. If Contractor is notified of a rejection of the corrected Deliverable as described in Section 6.1.9.1.3, County shall make reasonably available all information requested by Contractor to assist Contractor in identifying the issue. For Application errors that are not replicable on County's equipment, County and Contractor shall attempt to verify that the Application Error exists on County's system. Contractor shall retain the duty to correct Application errors that are verifiable but not replicable on Contractor's equipment.
- 6.1.9.1.4.1. The procedure described on Section 6.1.9.1.4 shall be repeated with respect to revised versions of the Deliverable that Contractor provides to County until the County notifies Contractor in writing of its acceptance of the Deliverable.

6.2. Maintenance and Support Services

- 6.2.1. System Maintenance. Contractor shall maintain the System which operates as a fully contained SchoolLink Referral System. Contractor shall provide application updates to all modules of the System as part of the Agreement. Without limiting the generality of the foregoing, Contractor shall provide all labor, facilities, equipment, accessories, tools and other items and perform all work required for the maintenance and support of the System where the same are not expressly identified in this Agreement as being provided by County. Specifically, Contractor shall:
- 6.2.1.1. Maintain the Application to provide the functionality defined in the Documentation.
- 6.2.1.2. Maintain compliance of the Application in all material respects with the warranties.

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EXHIBIT A – STATEMENT OF WORK**

- 6.2.1.3. Provide all Application Updates along with updated user and operational documentation. In consultation and coordination with County, install all updates in the Test environments and, when County testing is completed, migrate all updates to the Production environment.
- 6.2.1.4. If applicable, provide “first line support” for all incorporated Third-Party products. Contractor shall coordinate any required support and corrective action required from the third-party vendors or suppliers that Contractor cannot directly provide. Contractor shall apply updates that the vendor of such Third-Party products provide to Contractor. Finally, Contractor shall maintain compatibility and integration of the Application with the Third-Party products.
- 6.2.1.5. Maintain compatibility and integration with any third-party outcome reporting tools, which have been implemented by County as part of the Application. Should any of these packages be upgraded, County shall notify in advance, so that analysis and code changes can be implemented by Contractor as quickly as possible.
- 6.2.1.6. Maintain comprehensive change control procedures to control software versions and releases. All changes to be implemented at County are at the discretion of County or County designee.
- 6.2.1.7. Correct any Application Errors which are (i) reported by County or (ii) reported by other Contractor clients, or (iii) identified by Contractor, all within a reasonable period, depending upon the severity of the error.

6.2.2. Support

- 6.2.2.1. Contractor shall maintain 7:00 AM - 6:00 PM local San Diego, CA time, excluding County Holidays, Help Desk which includes live staffing by Contractor employees with the required expertise to provide support for the System and associated deliverables as outlined herein. Help Desk services shall include, but shall not be limited to:
 - 6.2.2.1.1. Assistance with Application function questions.
 - 6.2.2.1.2. Assistance in diagnosing and determining the cause(s) of and resolving System Malfunctions.
 - 6.2.2.1.3. Assistance with report generation questions.
 - 6.2.2.1.4. Assistance with general computer management, operating system software, or networking software questions related solely to the use of the Application.
 - 6.2.2.1.5. Assistance in testing Application Updates supplied by Contractor.
 - 6.2.2.1.6. Assistance using any non-production environments.
 - 6.2.2.1.7. The term “assist” (or “assistance”), when used to describe Help Desk services, means help that Contractor shall provide, including, without limitation, troubleshooting, providing advice, answering questions, providing diagnosis, and sharing information.

6.2.3. Service Level Agreement for Cloud Hosting Services

- 6.2.3.1. Availability Requirement. Contractor shall make the System Available ninety-nine (99.90%) percent of the time. Availability is measured on 24 hours a day, 7 days a week basis during any calendar-month period, excluding Excusable Outages. Contractor shall not be held responsible for services, software, or equipment not provided hereunder. The Availability percentage during the month shall be calculated as follows:
 - 6.2.3.1.1. (Total hours during the month) minus (Total hours related to Excusable Outages) equals Maximum Hours
 - 6.2.3.1.2. [(Maximum Hours) minus (Total hours of unplanned downtime)] divided by (Maximum Hours) equals Availability Percentage

6.3. Referral System Business Requirements

6.3.1. Referral System Functional Requirements

- 6.3.1.1. The System shall provide Schoolink web portal for Schools and Programs to access Schoolink information and online Schoolink referral functions.
- 6.3.1.2. The System shall allow Schools to submit Schoolink referrals via the web.
- 6.3.1.3. The System shall allow Programs to complete and submit the Schoolink Annual Plan and Annual Meeting via the web.
- 6.3.1.4. The System shall allow BHS, Program and School User to manage the Schoolink referrals.

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EXHIBIT A – STATEMENT OF WORK**

- 6.3.1.4.1. Number of users to be communicated by COR to Project Manager for license/subscription fees.
- 6.3.1.5. The System shall send automated notifications related to referral status updates and events.
- 6.3.1.6. The System shall allow BHS to generate ad hoc reports.
- 6.3.1.7. The System shall work with third party tools for data analysis and visualization and for report development.
- 6.3.1.8. The System shall provide System Administration functions for the SchoolLink Referral System.
- 6.3.1.9. The System shall allow Programs and Schools to manage their User Accounts.
- 6.3.1.10. The System shall track referrals relative to the County's Fiscal Year Cycles (July 1 - June 30).
- 6.3.1.11. The System shall provide custom reports.
- 6.3.1.12. The System shall provide custom dashboards.
- 6.3.1.13. The System shall allow for custom data update functions and processes to be established.
- 6.3.2. Security Requirements
 - 6.3.2.1. The System shall provide role-based access for all system users. System shall be accessed by the following Users:
 - 6.3.2.1.1. County employees: BHS Users
 - 6.3.2.1.2. Staff supporting the County business applications, including Information Technology Outsourcing (ITO) staff, County vendors, and ITO vendors. – County Technology Office (CTO) Contracted Vendor
 - 6.3.2.1.3. 3rd Party accessing the County business application, including: School Users, Legal Entity Users (e.g., Agency or CBO), and Program Users.
 - 6.3.2.2. A unique User identifier account shall be required to view, transmit, add, modify, and delete data so all actions can be attributed to an individual User.
 - 6.3.2.3. System shall prohibit the use of generic login or shared User accounts.
 - 6.3.2.4. System shall restrict information access so that Users are provided only with access to information they need to know to perform their job.
 - 6.3.2.5. System shall incorporate the principle of least privilege (PoLP) so that only the minimum necessary level of administrative access is granted for system accounts to perform their intended functions.
 - 6.3.2.6. System shall provide a method, either automated or manual, for disabling accounts that have not been accessed for more than 90 days.
 - 6.3.2.7. System administrative User interfaces shall not be accessible by untrusted parties.
 - 6.3.2.8. System shall separate production and non-production environments so that Users who are granted access to a non-production environment cannot access the production environment, information, or assets.
 - 6.3.2.9. The System shall allow School Users to access only referrals submitted by their School.
 - 6.3.2.10. The System shall allow Program Users to update referrals that have been assigned to their Program.
 - 6.3.2.11. The System shall maintain a history of updates made to a referral.
 - 6.3.2.12. The System shall record the following referral data update history information for each referral:
 - 6.3.2.12.1.1. Date and Time of Update:
 - 6.3.2.12.1.2. UserID: (of person who made the update)
 - 6.3.2.12.1.3. Field Name:
 - 6.3.2.12.1.4. Updated From Value
 - 6.3.2.12.1.5. Updated To Value
 - 6.3.2.13. The System shall provide a way for Program Users to view the data update history of their referrals.
 - 6.3.2.14. The System shall allow BHS Users to access and view all referrals.
 - 6.3.2.15. The System shall allow School Users to access only their school's files/documents.
 - 6.3.2.16. The System shall allow Program User to access only their Program's files/documents.

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- 6.3.2.17. The system shall allow BHS Users to access all documents/files that are part of the solution.
- 6.3.3. The System shall be branded for the County of San Diego.
 - 6.3.3.1. System shall match the County website look and feel.
- 6.3.4. The System shall have the ability to interface with other County of San Diego systems.
 - 6.3.4.1. The solution shall have the ability to interface with the County's EDW (Enterprise Data Warehouse). Note: The ability to share SchoolLink data with EDW is a potential future need.
- 6.3.5. The System shall have the ability to interface with systems external to the County of San Diego LAN.
 - 6.3.5.1. The solution shall have the ability to interface with systems external to the County of San Diego LAN, e.g., an interface to share SchoolLink referral data with a State system.
- 6.3.6. The System shall provide data migration support.
 - 6.3.6.1. The solution shall provide data conversion, data transformation, and/or data cleansing, if required to move existing data from the current system to the new solution.
- 6.4. SchoolLink Referral System detailed-level business requirements outlined in Exhibit A Statement of Work Attachment 2 and 3 are incorporated into this agreement.
- 6.5. Information Technology: County Information Technology Requirements outlines in Exhibit A Statement of Work Attachments 4 through 9 are incorporated into this agreement.

7. STAFFING REQUIREMENTS

- 7.1. Contractor shall make available all the necessary staff to provide prompt, courteous and efficient service. The number of staff to support the County shall be sufficient to meet all contract standards and provide all services.
- 7.2. Contractor staff must be knowledgeable with the requirements of this Statement of Work.
- 7.3. Contractor shall provide personnel who possesses the qualifications and skills to perform the services and implement the SchoolLink Referral System.
- 7.4. Contractor shall assign a qualified and trained Project Manager to represent the Contractor on matters related to Contractor performance under this SOW. The Contractor Project Manager is the interface to the COR and is responsible for the day-to-day management, conduct, and performance of Contractor employees and its authorized subcontractors to deliver Services and/or Deliverables under this SOW.
 - 7.4.1. Contractor shall provide name, title, email address and phone number of Project Manager to the COR by contract execution date. If the Project Manager changes at any point during the contract term, Contractor shall notify the COR within seventy-two (72) hours.
- 7.5. Contractor shall only use personnel who are located within the US territorial boundaries to provide the services and deliverables outlined in this SOW.

8. SOURCE CODE ESCROW REQUIREMENTS

- 8.1.1. Prior to delivery of the system to the County (as required by the Agreement) the Contractor shall place the source code in a "single beneficiary" escrow account. The Contractor shall provide the County with complete written documentation on the escrow account, including:
 - 8.1.1.1. Account history report, reflecting the specific code version in escrow
 - 8.1.1.2. Audit rights and procedures
 - 8.1.1.3. Release conditions
 - 8.1.1.4. Release process
 - 8.1.1.5. Use rights for Released materials

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME/ FOR SCHOOLINK REFERRAL SYSTEM
EXHIBIT B – INSURANCE REQUIREMENTS**

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

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. **Technology (Errors & Omissions)** appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

2. Self-Insured Retentions

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

3. Other Insurance Provisions

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

- A. Additional Insured Endorsement
The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO form CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- B. Primary Insurance Endorsement
For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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EXHIBIT B – INSURANCE REQUIREMENTS**

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. Qualifying Insurers

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

5. Umbrella or Excess Policy

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

6. Evidence of Insurance

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

7. Failure to Obtain or Maintain Insurance; County's Remedies

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

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

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

10. Self-Insurance

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

11. Claims Made Coverage

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

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**COUNTY CONTRACT NUMBER [#Insert Number]
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EXHIBIT B – INSURANCE REQUIREMENTS**

- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

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

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH [#CONTRACTOR'S NAME/ FOR SCHOOLINK REFERRAL SYSTEM
 EXHIBIT C – PAYMENT SCHEDULE**

INITIAL TERM: DATE OF AWARD THROUGH JUNE 30, 2026				
WORK/ACTIVITY DESCRIPTION	UNIT	UNIT PRICE	*EST. QTY	EXTENDED PRICE
1. SCHOOLINK REFERRAL SYSTEM IMPLEMENTATION				
a. INITIAL SETUP (i.e. TEST & PROD)	LUMP SUM	\$	1	\$
b. CONFIGURATION OF DATA FIELDS, WORKFLOW AND APPEARANCE (i.e. GUI)	LUMP SUM	\$	1	\$
c. DATA CONVERSION / MIGRATION	LUMP SUM	\$	1	\$
d. USER ACCEPTANCE TESTING (UAT) IN TEST	LUMP SUM	\$	1	\$
e. STAFF TRAINING	EACH	\$	1	\$
f. GO-LIVE IN PROD	LUMP SUM	\$	1	\$
g. POST-GO-LIVE SUPPORT	LUMP SUM	\$	1	\$
h. SYSTEM ACCEPTANCE	LUMP SUM	\$	1	\$
2. USERS				
a. ADMINISTRATIVE USER	EACH	\$	10	\$
b. BHS SUPER USER	EACH	\$	2	\$
c. BHS GENERAL USER	EACH	\$	25	\$
d. DATA SCIENCE TEAM USER	EACH	\$	3	\$
e. SCHOOL SUPER USER	EACH	\$	600	\$
f. GENERAL SCHOOL USER	EACH	\$	1,200	\$
g. LEGAL ENTITY LEVEL USER	EACH	\$	20	\$
h. PROGRAM SUPER USER	EACH	\$	30	\$
i. PROGRAM GENERAL USER	EACH	\$	60	\$
3. SOFTWARE				
a. MAINTENANCE AND ANNUAL SUPPORT	LUMP SUM	\$	1	\$
b. DATA STORAGE – BASELINE UNIT OF STORAGE AND ANY ADDITIONAL STORAGE COSTS	LUMP SUM	\$	1	\$
INITIAL TERM TOTAL PRICE: (Sum of Extended Prices for Items 1-3)		\$		

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH [#CONTRACTOR'S NAME/] FOR SCHOOLINK REFERRAL SYSTEM
 EXHIBIT C – PAYMENT SCHEDULE**

FIRST COUNTY OPTION PERIOD: JULY 1, 2026, THROUGH JUNE 30, 2027

WORK/ACTIVITY DESCRIPTION	UNIT	UNIT PRICE	*EST. QTY	EXTENDED PRICE
4. USERS				
a. ADMINISTRATIVE USER	EACH	\$	10	\$
b. BHS SUPER USER	EACH	\$	2	\$
c. BHS GENERAL USER	EACH	\$	25	\$
d. DATA SCIENCE TEAM USER	EACH	\$	3	\$
e. SCHOOL SUPER USER	EACH	\$	600	\$
f. GENERAL SCHOOL USER	EACH	\$	1,200	\$
g. LEGAL ENTITY LEVEL USER	EACH	\$	20	\$
h. PROGRAM SUPER USER	EACH	\$	30	\$
i. PROGRAM GENERAL USER	EACH	\$	60	\$
5. SOFTWARE				
a. MAINTENANCE AND ANNUAL SUPPORT	LUMP SUM	\$	1	\$
b. DATA STORAGE – BASELINE UNIT OF STORAGE AND ANY ADDITIONAL STORAGE COSTS	LUMP SUM	\$	1	\$
FIRST COUNTY OPTION PERIOD TOTAL PRICE: (Sum of Extended Prices Items 4 and 5)		\$		

SECOND COUNTY OPTION PERIOD: JULY 1, 2027, THROUGH JUNE 30, 2028

WORK/ACTIVITY DESCRIPTION	UNIT	UNIT PRICE	*EST. QTY	EXTENDED PRICE
6. USERS				
a. ADMINISTRATIVE USER	EACH	\$	10	\$
b. BHS SUPER USER	EACH	\$	2	\$
c. BHS GENERAL USER	EACH	\$	25	\$
d. DATA SCIENCE TEAM USER	EACH	\$	3	\$
e. SCHOOL SUPER USER	EACH	\$	600	\$
f. GENERAL SCHOOL USER	EACH	\$	1,200	\$
g. LEGAL ENTITY LEVEL USER	EACH	\$	20	\$
h. PROGRAM SUPER USER	EACH	\$	30	\$
i. PROGRAM GENERAL USER	EACH	\$	60	\$
7. SOFTWARE				

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH [#CONTRACTOR'S NAME/] FOR SCHOOLINK REFERRAL SYSTEM
 EXHIBIT C – PAYMENT SCHEDULE**

a. MAINTENANCE AND ANNUAL SUPPORT	LUMP SUM	\$	1	\$
b. DATA STORAGE – BASELINE UNIT OF STORAGE AND ANY ADDITIONAL STORAGE COSTS	LUMP SUM	\$	1	\$
SECOND COUNTY OPTION PERIOD TOTAL PRICE: (Sum of Extended Prices for Items 6 and 7)			\$	

THIRD COUNTY OPTION PERIOD: JULY 1, 2028, THROUGH JUNE 30, 2029

WORK/ACTIVITY DESCRIPTION	UNIT	UNIT PRICE	*EST QTY	EXTENDED PRICE
8. USERS				
a. ADMINISTRATIVE USER	EACH	\$	10	\$
b. BHS SUPER USER	EACH	\$	2	\$
c. BHS GENERAL USER	EACH	\$	25	\$
d. DATA SCIENCE TEAM USER	EACH	\$	3	\$
e. SCHOOL SUPER USER	EACH	\$	600	\$
f. GENERAL SCHOOL USER	EACH	\$	1,200	\$
g. LEGAL ENTITY LEVEL USER	EACH	\$	20	\$
h. PROGRAM SUPER USER	EACH	\$	30	\$
i. PROGRAM GENERAL USER	EACH	\$	60	\$
9. SOFTWARE				
a. MAINTENANCE AND ANNUAL SUPPORT	EACH	\$	1	\$
b. DATA STORAGE – BASELINE UNIT OF STORAGE AND ANY ADDITIONAL STORAGE COSTS	EACH	\$	1	\$
THIRD COUNTY OPTION PERIOD TOTAL PRICE: (Sum of Extended Prices for items 8 and 9)			\$	

FOURTH COUNTY OPTION PERIOD: JULY 1, 2029, THROUGH JUNE 30, 2030

WORK/ACTIVITY DESCRIPTION	UNIT	UNIT PRICE	*EST QTY	EXTENDED PRICE
10. USERS				
a. ADMINISTRATIVE USER	EACH	\$	10	\$
b. BHS SUPER USER	EACH	\$	2	\$
c. BHS GENERAL USER	EACH	\$	25	\$
d. DATA SCIENCE TEAM USER	EACH	\$	3	\$

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH [#CONTRACTOR'S NAME] FOR SCHOOLINK REFERRAL SYSTEM
 EXHIBIT C – PAYMENT SCHEDULE**

e. SCHOOL SUPER USER	EACH	\$	600	\$
f. GENERAL SCHOOL USER	EACH	\$	1,200	\$
g. LEGAL ENTITY LEVEL USER	EACH	\$	20	\$
h. PROGRAM SUPER USER	EACH	\$	30	\$
i. PROGRAM GENERAL USER	EACH	\$	60	\$
11. SOFTWARE				
a. MAINTENANCE AND ANNUAL SUPPORT	EACH	\$	1	\$
b. DATA STORAGE – BASELINE UNIT OF STORAGE AND ANY ADDITIONAL STORAGE COSTS	EACH	\$	1	\$
FOURTH COUNTY OPTION PERIOD TOTAL PRICE: (Sum of Extended Prices for items 10 and 11)			\$	

FIFTH COUNTY OPTION PERIOD: JULY 1, 2030, THROUGH JUNE 30, 2031

WORK/ACTIVITY DESCRIPTION	UNIT	UNIT PRICE	EST QTY	EXTENDED PRICE
12. USERS				
a. ADMINISTRATIVE USER	EACH	\$	10	\$
b. BHS SUPER USER	EACH	\$	2	\$
c. BHS GENERAL USER	EACH	\$	25	\$
d. DATA SCIENCE TEAM USER	EACH	\$	3	\$
e. SCHOOL SUPER USER	EACH	\$	600	\$
f. GENERAL SCHOOL USER	EACH	\$	1,200	\$
g. LEGAL ENTITY LEVEL USER	EACH	\$	20	\$
h. PROGRAM SUPER USER	EACH	\$	30	\$
i. PROGRAM GENERAL USER	EACH	\$	60	\$
13. SOFTWARE				
a. MAINTENANCE AND ANNUAL SUPPORT	EACH	\$	1	\$
b. DATA STORAGE – BASELINE UNIT OF STORAGE AND ANY ADDITIONAL STORAGE COSTS	EACH	\$	1	\$
FIFTH COUNTY OPTION PERIOD TOTAL PRICE: (Sum of Extended Prices for items 12 and 13)			\$	

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH [#CONTRACTOR'S NAME/] FOR SCHOOLINK REFERRAL SYSTEM
 EXHIBIT C – PAYMENT SCHEDULE**

SIXTH COUNTY OPTION PERIOD: JULY 1, 2031, THROUGH JUNE 30, 2032

WORK/ACTIVITY DESCRIPTION	UNIT	UNIT PRICE	EST QTY	EXTENDED PRICE
14. USERS				
a. ADMINISTRATIVE USER	EACH	\$	10	\$
b. BHS SUPER USER	EACH	\$	2	\$
c. BHS GENERAL USER	EACH	\$	25	\$
d. DATA SCIENCE TEAM USER	EACH	\$	3	\$
e. SCHOOL SUPER USER	EACH	\$	600	\$
f. GENERAL SCHOOL USER	EACH	\$	1,200	\$
g. LEGAL ENTITY LEVEL USER	EACH	\$	20	\$
h. PROGRAM SUPER USER	EACH	\$	30	\$
i. PROGRAM GENERAL USER	EACH	\$	60	\$
15. SOFTWARE				
a. MAINTENANCE AND ANNUAL SUPPORT	EACH	\$	1	\$
b. DATA STORAGE – BASELINE UNIT OF STORAGE AND ANY ADDITIONAL STORAGE COSTS	EACH	\$	1	\$
SIXTH COUNTY OPTION PERIOD TOTAL PRICE: (Sum of Extended Prices for items 14 and 15)			\$	

PRICING SUMMARY	
Term	Contract Maximum (Not to Exceed)
Initial Term: Date of Award – June 30, 2026	
Option Year 1: July 1, 2026 – June 30, 2027	
Option Year 2: July 1, 2027 – June 30, 2028	
Option Year 3: July 1, 2028 – June 30, 2029	
Option Year 4: July 1, 2029 – June 30, 2030	
Option Year 5: July 1, 2030 – June 30, 2031	
Option Year 6: July 1, 2031 – June 30, 2032	
TOTAL	

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR SCHOOLINK REFERRAL SYSTEM**

EXHIBIT C – PAYMENT SCHEDULE

AS-NEEDED ITEMS / SERVICES

ITEM NO.	DESCRIPTION	UOM	INITIAL TERM	FIRST OPTION PERIOD	SECOND OPTION PERIOD	THIRD OPTION PERIOD	FOURTH OPTION PERIOD	FIFTH OPTION PERIOD	SIXTH OPTION PERIOD
16.	ADDITIONAL ADMINISTRATIVE USER	EACH	\$	\$	\$	\$	\$	\$	\$
17.	ADDITIONAL MANAGEMENT USER	EACH	\$	\$	\$	\$	\$	\$	\$
18.	ADDITIONAL END-USER (VIEW ONLY)	EACH	\$	\$	\$	\$	\$	\$	\$
19.	INCLUSIVE SITE LICENSE	EACH	\$	\$	\$	\$	\$	\$	\$
20.	ADDITIONAL CONFIGURATION OF DATA FIELDS AND APPEARANCE	PER HOUR	\$	\$	\$	\$	\$	\$	\$
21.	INTEGRATION WORK WITH FUTURE BHS SYSTEM	PER HOUR	\$	\$	\$	\$	\$	\$	\$
22.	DATA MIGRATION, IF REQUIRED	PER HOUR	\$	\$	\$	\$	\$	\$	\$
23.	ADDITIONAL SUPPORT	PER HOUR	\$	\$	\$	\$	\$	\$	\$
24.	RATES FOR OTHER SERVICE OFFERINGS BEYOND THE STATEMENT OF WORK								

****DO NOT INCLUDE TAX****

* THE ESTIMATED QUANTITIES LISTED IN EXHIBIT C – PRICING SCHEDULE REPRESENT APPROXIMATE ANTICIPATED USE. IF THE COUNTY'S ACTUAL REQUIREMENTS DO NOT RESULT IN ACTUAL QUANTITIES DESCRIBED AS "ESTIMATED" IN THE PRICING SCHEDULE, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR PRICE ADJUSTMENT.

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME/ FOR SCHOOLINK REFERRAL SYSTEM
EXHIBIT C – PAYMENT SCHEDULE**

LOCAL PREFERENCE SAMPLE PAYMENT SCHEDULE

" Offeror qualifies as a Preferred Vendor* (if checked, complete information below)

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section 3.7 of the RFP Instructions and Rules. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.

" Headquarters " Other location providing the same or similar services

Address _____

City _____ State _____ Zip _____

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Business or Small Business. Indicate certification(s) below.

State of California Certifications:

" Small Business (SB) – Certificate # _____

" Micro Business (MB) – Certificate # _____

" Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____

" Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

U.S. Department of Veterans Affairs Certifications:

" Veteran-Owned Small Business (VOSB) – Certificate # _____

" Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Payment Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)	ADJUSTED PRICE subtract Box 2 from Box 1
Box 1 \$ _____	Box 2 \$ _____	 \$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the payment schedule shall prevail, and a corrected Price Adjustment shall be used.