

COUNTY CONTRACT NUMBER 565936
AGREEMENT WITH SAN DIEGO REGIONAL CHAMBER OF COMMERCE FOR
COVID-19 BUSINESS CAPACITY BUILDING INITIATIVE

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and **San Diego Regional Chamber of Commerce, located at 402 W Broadway #1000, San Diego, CA 92101** (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for **COVID-19 Business Capacity Building Initiative**.
- 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 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 and Fourth (4th) Exhibit C.

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

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor’s Representative.** The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 “Termination for Default” if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 **Contractor’s Agents and Employees or Subcontractors.**

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

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

- 1.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special

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skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
 - 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
 - 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
 - 2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.
 - 2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

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- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

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

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

3.2 Disentanglement Process.

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

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

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

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

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3.3.1 No Interruption or Adverse Impact

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

3.3.2 Client Authorizations.

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

3.3.3 Leases, Licenses, and Third-Party Agreements.

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

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

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

3.3.4 Return, Transfer, and Removal of Assets.

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

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

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

3.3.6 Licenses to Proprietary Software. Reserved.

ARTICLE 4
COMPENSATION

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

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

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

4.2 Compensation.

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

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless

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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 Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

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

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

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

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 4.6.3.1 above.

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

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

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

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

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

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- 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.
- 4.9 **Disallowance.** County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 **Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 **Availability of Funding.** The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 **Rate of Expense.** Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 **County's Agreement Administrator.** The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
- 5.1.1 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.
- 5.1.2 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.

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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. Upon Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.
- In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.
- If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Contractor was not in default under this Agreement, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to section 7.5 “Termination for Convenience.”
- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. 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.
- 7.4 Reserved.

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- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 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 the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with 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.co.san-diego.ca.us).
- 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

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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 19.

- 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) 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.
- 8.9.1 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.
- 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 Audit Requirement.
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

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- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
 - 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
 - 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
 - 8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing 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 Lessee with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.

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- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (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.
- 8.16.3 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 herein.
- 8.16.4 Debarment and Suspension.
- 8.16.4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 8.16.4.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 8.16.4.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 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;

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- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.
- Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.
- 8.22 Prevailing Wage. Reserved.
- 8.23 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:
- 8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.
- 8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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- 8.25.1 “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
- 8.25.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:
- 8.26.1 Procure or obtain;
- 8.26.2 Extend or renew a contract to procure or obtain; or
- 8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.
- 8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 8.27 Contract Work Hours and Safety Standards. Reserved.
- 8.28 FEMA Required Provisions.
- 8.28.1 Access to Records. The following access to records requirements apply to this Agreement:
- 8.28.1.1 The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 8.28.1.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 8.28.1.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- 8.28.1.4 In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 8.28.2 DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 8.28.3 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 8.28.4 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.
- 8.28.5 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.
- 8.28.6 Contract Work Hours and Safety Standards Act Supplement. Reserved.

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ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not,

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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.** Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit “B,” “Insurance Requirements,” attached hereto. 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,” “Insurance Requirements.”

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.

- 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:

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

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 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

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

ARTICLE 14

INFORMATION PRIVACY AND SECURITY PROVISIONS (RESERVED)

ARTICLE 15

DISPUTES

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

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ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 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.
- 16.3 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.
- 16.4 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.5 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.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.7 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.
- 16.8 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.
- 16.9 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.10 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.
- 16.11 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.
- 16.12 Successors. Subject to the limitations on assignment set forth in section 16.1 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.
- 16.13 Time. Time is of the essence for each provision of this Agreement.
- 16.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

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- 16.17 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.
- 16.18 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 & Alcohol Use” 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.
- 16.19 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.
- 16.20 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.20.1 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 11.4 “Maintenance of Records.”

16.20.2 Definitions

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

16.20.2.2 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.

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

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16.21 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, and Articles 3, 4, 7, 11, 12 and 13.

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COUNTY CONTRACT NUMBER 565936
AGREEMENT WITH SAN DIEGO REGIONAL CHAMBER OF COMMERCE FOR
COVID-19 BUSINESS CAPACITY BUILDING INITIATIVE

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on January 3, 2022 and end on June 30, 2022 for an Agreement period of six (6) months (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for one (1) increment of Eleven (11) months (“Option Period”), for a total of eleven (11) months beyond the expiration of the Initial Term, not to exceed May 31, 2023. 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 **(\$875,000)** (“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 below.

Initial Term	01/03/2022 – 06/30/2022	\$591,500
First Option Period	07/01/2022 – 05/31/2023	\$283,500

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)
Chesley Blevins, Health Planning and Program Specialist

3851 Rosecrans
San Diego, CA 92110
Phone (619) 692-5506 and email Chesley.Blevins@sdcounty.ca.gov

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.
Jayme Bradford, Executive Vice President & Chief Operating Officer

402 W. Broadway, #1000,
San Diego, CA 92101
Phone (858) 243-4399 and email jbradford@sdchamber.org

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below.

SAN DIEGO REGIONAL CHAMBER OF COMMERCE

COUNTY OF SAN DIEGO

By: Jaymie Bradford
Jaymie Bradford (Jan 3, 2022 10:55 PST)
Name: Jaymie Bradford
Title: Executive Vice President & COO
Email: jbradford@sdchamber.org
Date: Jan 3, 2022

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: Cristina Duroiu
Name: Cristina Duroiu
Title: Procurement Contracting Office
Date: Jan 3, 2022

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Sign Transaction Number: CBJCHBCAABAAdIUWVI5F1AEHY24Hgaadj74s1OpX24ZY

COUNTY CONTRACT NUMBER 565936
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH SAN DIEGO REGIONAL CHAMBER OF COMMERCE
FOR COVID-19 BUSINESS CAPACITY BUILDING INITIATIVE
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall coordinate and support culturally or ethnically focused chambers, business improvement districts, business associations, and economic development corporations across the county to promote access to COVID-19 testing for employers, support vaccine coordination, promote vaccination access, and build networks of business/workplace coalitions to support culturally or ethnically-focused entities who have employees or clients representing populations disproportionately impacted by COVID-19 in order to reduce health disparities and improve COVID-19 vaccine access and vaccination coverage.

2. Background Information

2.1. The County of San Diego Health and Human Services Agency (HHSA) received funding from the Center for Disease Control and Prevention for the COVID-19 Health Disparities Project. The goal of the funding is to address COVID-19 health disparities among populations at high-risk and underserved, including racial and ethnic minority populations and rural communities to determine any changes in the community's attitudes and perceptions.

Contractor shall provide services and assist HHSA with supporting the goal of advancing COVID-19 policies and resources among culturally or ethnically focused chambers, business improvement districts, business associations, non-profits, and businesses that employ or serve populations disproportionately impacted by COVID-19 in San Diego County. Intentional outcomes related to COVID-19 policies in the workplace to help ensure that their community is kept healthy, safe, and thriving include, but are not limited to:

- Promoting access to COVID-19 testing, vaccinations, and business resources.
- Reducing barriers to employee health and safety related to COVID-19 exposure or illness.
- Increasing employee support, worker protection, job security, healthcare benefits, and/or childcare resources related to COVID-19 exposure or illness.
- Enhancing health, safety, and pandemic preparedness for worksites including accessible wellness and safety resources.

2.2. *Live Well San Diego*. To support the vision of *Live Well San Diego*, the County of San Diego is committed to providing culturally appropriate and community responsive information and services. This is especially important during the pandemic, and in particular, for those communities and populations most impacted by COVID-19 and other infectious diseases, including tuberculosis.

Deliverables and measurable outcomes in Exhibit A, Statement of Work Section 7 support *Live Well San Diego* vision.

2.3. A Trauma-Informed System. HHSA is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and

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EXHIBIT A – STATEMENT OF WORK

promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g., including clients and staff at all levels in development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

3. Goals and Outcome Objectives

- 3.1. Goals: Contractor shall provide policy, systems and environmental change support related to COVID-19 organizational policies and resources; public awareness, outreach, training, and technical assistance; and subcontractor funding to build the capacity of smaller chambers, business improvement districts, business associations, and economic development corporations to promote access to COVID-19 testing, vaccine coordination and increased vaccination access, and build networks of business/workplace coalitions to ensure healthier employees, customers, and clients from populations disproportionately impacted by COVID-19, including racial and ethnic minority populations and rural communities in San Diego County.
- 3.2. Outcome Objectives: Contractor shall achieve the following outcome objectives by May 31, 2023:
 - 3.2.1. Recruit a minimum of ten (10) partners representing culturally or ethnically-focused chambers, business improvement districts, business associations, economic development corporations, non-profits, consultants, and rural businesses to provide direct technical guidance to address the complexities and business impacts due to safely operating during the COVID-19 pandemic to include, but not limited to increase access to protective equipment, encourage employees to get vaccinated, share financial and business supports, distribute COVID-19 information and resources, and promote emergency preparedness.
 - 3.2.2. Reach a minimum of 200 businesses, organizations, and worksites with culturally and ethnically appropriate COVID-19 public awareness messages to include, but not limited to supporting vaccination efforts of the San Diego workforce and promote appropriate business practices to keep their workforce educated, healthy, and thriving.
 - 3.2.3. Advance COVID-19 related policy, systems, and environmental changes that promote safe operating strategies to reduce exposure and transmission of COVID-

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EXHIBIT A – STATEMENT OF WORK

19 and address the health, safety, and resilience of clients and employees among 25 businesses, organizations, or worksites in partnership with culturally or ethnically focused chambers, business improvement districts, economic development corporation, non-profits, and businesses.

4. TARGET POPULATION AND GEOGRAPHICAL SERVICES AREA

- 4.1. Target Population: Culturally or ethnically focused chambers, business improvement districts, business associations, non-profits, and businesses who have employees or clients representing populations disproportionately impacted by COVID-19, including racial and ethnic minority populations and rural communities.
- 4.2. Geographical Services Area: All activities shall occur within San Diego County.

5. Definitions

- 5.1. Culturally or ethnically focused chambers: These includes any community-based network in the San Diego region that represents Asian/Pacific Islander, Hispanic/Latinx, African/Black/African-American, Middle Eastern, Tribal, or rural communities.
- 5.2. Business improvement district (BID): These are City of San Diego-designated geographic-based areas where the business owners are assessed annually to fund activities and improvements to promote their individual business districts.
- 5.3. Business associations: These organizations bring together business owners and individuals from a specific area, industry, or special interest. They range from nationwide associations to those that encompass businesses in individual states, counties, cities, or neighborhoods.
- 5.4. Economic development corporation (EDC): An organization common in the United States, usually a 501(c)(3) non-profit, whose mission is to promote economic development within a specific geographic area.
- 5.5. Policy, Systems, Environmental (PSE) change strategies: These strategies address the systems and structures of the communities in which we live, work and play. These approaches help build healthier communities by supporting individual behavior change – what the Robert Wood Johnson Foundation refers to as “making the healthy choice the easy choice” that will lead to long-term, sustainable community change.

6. General Requirements for Service Delivery: Sections 6.1 to 6.7 are Centers for Disease Control and Prevention (CDC) Funding Source Guidelines and Sections 6.8 and onward are County of San Diego Guidelines.

- 6.1. CDC Funding Source Terms and Conditions: This award is based on the application submitted to, and as approved by the CDC on the San Diego COVID-19 Health Disparities Project and is subject to the terms and conditions either directly or by reference in the following:
 - 6.1.1. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
 - 6.1.2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
 - 6.1.3. The Department of Health and Human Services (HHS) Grants Policy Statement, including addenda in effect at the beginning date of the budget period, June 1, 2021.
 - 6.1.4. This award is funded by the CDC. Any papers published under the auspices of this

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award must cite the funding support of this institute.

- 6.2. Special Terms and Conditions: Identifying Information
 - 6.2.1. Notice of Funding Opportunity (NOFO) Number: CDC-RFA-OT21-2103
 - 6.2.2. Award Number: 1 NH75OT000049-01-00
 - 6.2.3. Statutory Authority: 317(K)(2) OF PHSA 42USC 247B (K)(2)
 - 6.2.4. Federal Award Identification Number (FAIN): NH75OT000049. Recipients must document the assigned FAIN on each consortium/sub-award issued under this award.
 - 6.2.5. Assistant Type: Project Grant
 - 6.2.6. Applicable Cost Principles: 2CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
 - 6.2.7. CFDA number: 93.391
- 6.3. Special Terms and Conditions: Award Information
 - 6.3.1. Incorporation: The CDC hereby incorporates NOFO Number CDC-RFA-OT21-2103, entitled National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities, and application dated May 3, 2021, as may be amended, which are hereby made a part of this non-Research award hereinafter referred to as the Notice of Award (NOA). HHS grant recipients must comply with all terms and conditions outlined in their NOA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, as well as any requirements or limitations in any applicable appropriations acts. Contractor shall comply with CDC General Terms and Conditions for Non-research awards: <https://www.cdc.gov/grants/federal-regulations-policies/index.html>
 - 6.3.2. Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by HHS with funds made available under the coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.S. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implantation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of

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the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>. Further, consistent with the full scope of applicable grant regulations (45 CFR 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

6.3.3. Approved Funding:

6.3.3.1. Total amount of Contractor approved funding: Contractor approved funding is listed on the signature page of the Contract Template. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

6.4. Restricted Costs: Funding Restrictions from the FOA and Cost Limitations are as follows:

- 6.4.1. Indirect costs are approved and based on a de minimis rate of ten (10) percent of modified total direct costs (MTDC) as defined in 45 CFR Part 75.2, effective June 1, 2021.
- 6.4.2. Recipients may not use funds for research.
- 6.4.3. Recipients may not use funds for clinical care except as allowed by law.
- 6.4.4. Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- 6.4.5. Recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- 6.4.6. Reimbursement of pre-award costs are not allowed.
- 6.4.7. Recipients may not use funds for salaries related to the delivery of patient care or education.
- 6.4.8. Recipients may not use funds for construction.
- 6.4.9. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- 6.4.10. Other than for normal and recognized executive legislative relationships, no funds may be used for:

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- 6.4.10.1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- 6.4.10.2. The Salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- 6.4.11. Lobbying Restrictions: The selected contractor must be aware of and comply with the “Anti-Lobbying Restrictions for CDC Awardees” per the following link:
<https://www.cdc.gov/grants/documents/Anti-Lobbying-Restrictions.pdf>
- 6.4.11.1. For additional information, see Additional Requirement 12:
<https://www.cdc.gov/grants/additional-requirements/index.html>
- 6.4.12. Recipient may not use funds for refreshments costs and childcare expenses. See 2 CFR 200.423 for further information: https://ecfr.io/Title-02/se2.1.200_1432
- 6.5. Audit Requirement:
 - 6.5.1. Domestic Organizations (including US-based organizations implementing projects with foreign components): An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. The audit period is an organization’s fiscal year. The audit must be completed along with a data collection form (SF-SAC) and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor’s report(s) or nine (9) months after the end of the audit period. The audit report must be sent to:
 - 6.5.1.1. Federal Audit Clearing House Internet Data Entry System Electronic Submission:
[https://harvester.census.gov/facides/\(S\(Ovkw1zaelyzjibnahocga5iO\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(Ovkw1zaelyzjibnahocga5iO))/account/login.aspx)
 - 6.5.1.2. Procurement & Grants Office, Risk Management & Compliance Activity. Electronic Copy to PGO.Audit.Resolution@cdc.gov
 - 6.5.2. Audit requirements for Sub-recipients: The grantee must ensure that the sub-recipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six (6) months after receipt of the sub-recipient audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). The grantee may consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee shall require each sub-recipient to permit the independent auditor access to the sub-recipient's records and financial statements. The grantee must include this requirement in all sub-recipient contracts.
 - 6.5.2.1. Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

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- 6.6. Federal Reporting Requirement:
- 6.6.1. Federal Funding Accountability and Transparency Act (FFATA): FFATA applies to new awards that have been made and noncompeting continuations that were issued as new awards on or after October 1, 2010. In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000. FFATA: <http://www.fdrs.gov>
- 2 CFR Part 170:
- http://www.ecfr.gov/cgi-bin/text-idx?SID62c0c614004cOada23cb6552eOadcdc6&node=2:1.1.1.1.4&rgn=div5#_top
- 6.6.2. Pursuant to A-133 (see Section_205(h) and Section_205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.
- 6.6.3. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, subrecipients must disclose in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to the violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).
- 6.7. CDC Funding Source Media Guidelines
- 6.7.1. Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:
- 6.7.1.1. Percentage of the total costs of the program or project which will be financed with Federal money.
- 6.7.1.2. Dollar amount of Federal funds for the project or program, and
- 6.7.1.3. Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 6.7.2. Disclaimer for Conference, Meeting, Seminar Materials and/or publications: If a conference or meeting or seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:
- 6.7.2.1. Funding for this conference was made possible (in part) by the Centers for

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Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 6.8. Media/Materials/Publications/Presentations
- 6.8.1. All media/materials/publications/presentations/logos, websites, and any other products developed with these funds shall be the property of the County of San Diego and the CDC.
 - 6.8.2. Contractor shall follow the County's and CDC's Attribution Guidelines (provided by the County).
 - 6.8.2.1. Any media developed with these funds shall be reviewed and approved by the County prior to submission or release.
 - 6.8.3. Contractor shall include the County HHS and Live Well San Diego logos on all media communications, as determined by the County.
 - 6.8.4. All publications, presentations, and media communications (e.g., ads, press kits, flyers, etc.) shall be reviewed and approved by the County prior to placement and publication. Required to notify County a minimum of thirty (30) days in advance.
 - 6.8.5. Press Releases and Media Events: Contractor shall advise the County at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services, if applicable. Notification shall be through email and/or telephone call to the County.
 - 6.8.6. Any recruitment, outreach, and training documents in support of the contract deliverables shall be reviewed and approved by the County prior to submission or release.
 - 6.8.7. Contractor shall ensure that all materials, media, messages, and advertisements are culturally competent, linguistically appropriate and age appropriate to the target population.
 - 6.8.8. Contractor shall align communications, outreach, and engagement activities with the goals and objectives of the *Live Well San Diego* vision.
- 6.9. Healthy Working Environments
- 6.9.1. Contractor is encouraged to demonstrate a commitment to employee health and wellness through the provision of healthy working environments to include, but not limited to, smoke-free workplaces, healthy food and beverage options, lactation accommodations, physical activity opportunities, and other key wellness activities.
 - 6.9.2. Contractor is encouraged to send the County copies of any existing policies the Contractor has adopted regarding healthy working environments to include, but not limited to, smoke-free workplaces, access to and promotion of healthy foods and beverages, lactation accommodations, and physical activity opportunities. The County will compile the wellness policies, identify best practices, and will contact Contractor to request permission to share the policies, or a portion thereof, as a best practice.

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- 6.9.3. Contractor shall ensure all facilities utilized for services under the contract are in conformance with the (California) Labor Code specifically relating to smoking in enclosed workplaces (Labor Code Section 6404.5). Additionally, Contractor is encouraged to support and establish smoke-free environments.
- 6.10. Disaster Services Worker: Contractor's staff shall be available upon request of the Public Health Officer to assist in any necessary tasks during a public health disaster or County emergency state of alert.

7. Specific Requirements of Services Delivery

7.1. Project Schedules

7.1.1. Within 30 calendar days of contract execution, Contractor shall submit a draft Project Schedule that will outline key activities/milestones and associated completion dates for County to review and approve.

7.1.1.1. Any proposed revisions to the approved Project Schedule including Year 2 Project Schedule shall be submitted to the County for review and approval prior to implantation.

7.2. Chamber COVID-19 Monthly Team Meetings

7.2.1. Contractor shall attend monthly meetings with County staff to review progress on activities and deliverables, address barriers or challenges, and include information about any new/unanticipated opportunities.

7.3. COVID-19 Business Impact Assessment, Analysis, and Recommendations

7.3.1. Within 60 calendar days of contract execution, Contractor shall develop and submit a COVID-19 Business Impact Assessment Plan to the County.

7.3.1.1. The Plan will identify the business impact of COVID-19 on business operations with a focus on cultural, ethnic, and rural businesses, and those with large proportion of ethnic employees and/or customers representing Asian/Pacific Islander, Hispanic/Latinx, African/Black/African-American, Middle Eastern, Tribal, or rural communities in the San Diego region.

7.3.1.2. The Plan shall include, but not limited to purpose, key objectives, target audience, action items/strategies, staff responsibility, and key partners.

7.3.1.3. Contractor shall submit all materials related to this activity to the County for review and approval prior to implementation.

7.3.2. Contractor shall implement the COVID-19 Business Impact Assessment to identify the business impact of COVID-19 on cultural, ethnic, and rural businesses within the San Diego region to determine the needs and emerging issues and identify best practices, policy and program recommendations to support local businesses, worksites, and employees disproportionately impacted by COVID-19.

7.3.2.1. Contractor shall partner with culturally and ethnically focused chambers, business improvement districts, business associations, and economic development corporations to identify participating business and worksites.

7.3.3. Contractor shall conduct an analysis of the results of the COVID-19 Business Impact Assessment to develop a COVID-19 Business Impact Report.

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- 7.3.3.1. Contractor shall submit the COVID-19 Business Impact Report within 6 months of contract execution.
- 7.3.3.2. The COVID-19 Business Impact Report shall include analysis and recommendations encompassing policies and programs to support best practices for ethnic, cultural, and rural businesses that address safe operating strategies to reduce exposure and transmission of COVID-19 with clients and employees, included but not limited to increased access to masks and protective equipment, increased vaccination of employees, and COVID-19 information and resources for businesses and employees.
- 7.3.3.3. Contractor shall submit all materials related to this activity to the County for review and approval.
- 7.3.4. The resulting recommendations from the COVID-19 Business Impact Report shall guide the subsequent deliverables listed below.
- 7.4. Chamber COVID-19 Public Awareness Campaign
 - 7.4.1. Within 60 calendar days of contract execution, Contractor shall develop and submit to the County for review and approval the Chamber COVID-19 Public Awareness Plan to support vaccination efforts of the San Diego workforce and promote appropriate business practices to keep their workforce educated, health, and thriving.
 - 7.4.2. Contractor shall develop or expand any existing Chamber COVID-19 Public Awareness Campaign (e.g., Time to Vaccinate and other vaccination programs) focused on cultural, ethnic, and rural businesses within the San Diego region to motivate, encourage, and engage worksites to improve health and safety of employees from exposure or illness.
 - 7.4.3. Contractor shall incorporate feedback and recommendations from the COVID-19 Business Impact Assessment and shall include, but is not limited to purpose, potential messaging, key outcomes, potential partnerships, outreach strategies, and data collection.
 - 7.4.4. Contractor shall ensure that the Chamber COVID-19 Public Awareness Campaign includes messaging promoting strong business practices to encourage their workforce to get the COVID-19 vaccine. This shall include, but not limited to education and awareness materials, COVID-19 business resources, educational tools on vaccine eligibility, what to expect after vaccination, and legal considerations.
 - 7.4.5. Contractor shall ensure that the Chamber COVID-19 Public Awareness Campaign is developed in partnership with culturally and ethnically focused chambers, business improvement districts, business associations, and economic development corporations to identify participating businesses and worksites.
 - 7.4.6. Contractor shall set quarterly targets for the campaign and shall include, but not limited to metrics on reach of media campaign, metrics on outreach activities, and metrics of participating businesses.
 - 7.4.7. Contractor shall submit all products related to this outcome to the County for review and approval.
- 7.5. Chamber COVID-19 Technology and Capacity Building Workplan

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- 7.5.1. Within 90 calendar days of contract execution, Contractor shall develop and submit to the County for review and approval the Chamber COVID-19 Technology and Capacity Building Workplan to increase the business sector capacity to operate during the COVID-19 pandemic by providing technical support, productivity tools, and technology focusing on cultural, ethnic, and rural businesses within the San Diego region in culturally competent and appropriate manner.
- 7.5.2. Contractor shall conduct outreach, communication, collaboration, and technical assistance activities with culturally and ethnically focused chambers, business improvement districts, business associations, and economic development corporations to identify and engage cultural, ethnic, and rural business and worksites to support the following four (4) focus areas:
 - 7.5.2.1. Build business capacity, promote business resilience, and support employee health and safety related to COVID-19 impacts.
 - 7.5.2.2. Providing technical support for increased access to communications and marketing tools related to COVID-19 impacts.
 - 7.5.2.3. Connect small businesses to business-related productivity tools and technology to support employees related to COVID-19 impacts.
 - 7.5.2.4. Coordinate with County to increase COVID-19 resources for businesses and employees to include, but not limited to securing and distributing masks and protective equipment, increasing access to COVID-19 vaccines, and promoting emergency preparedness such as the County of San Diego's Ready San Diego or AlertSanDiego.
- 7.5.3. Contractor shall submit all products related to this outcome to the County for review and approval.
- 7.6. CEO/Business Roundtables and Symposiums on COVID-19 Resources, Policies, Emerging Issues, and Best Practices
 - 7.6.1. Per quarter, contractor shall conduct a minimum of one (1) virtual or in-person CEO/Business Roundtables and Symposiums on COVID-19 Resources, Policies, Emerging Issues, and Best Practices to support cultural, ethnic, and rural businesses within the San Diego region with the purpose of:
 - 7.6.1.1. Expanding Time to Vaccinate and other vaccination programs.
 - 7.6.1.2. Reducing barriers to employee health and safety related to COVID-19 exposure or illness.
 - 7.6.1.3. Increasing worker supports, childcare resources, job security, and/or healthcare benefits related to COVID-19 exposure or illness.
 - 7.6.1.4. Increasing business and worker access to emergency preparedness resources.
 - 7.6.2. Within 120 calendar days after contract execution, Contractor shall submit an Implementation Plan for the CEO/Business Roundtables and Symposiums on COVID-19 Resources, Policies, Emerging Issues, and Best Practices to the County for review and approval.

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- 7.6.2.1. The Implementation Plan may include, but is not limited to key objectives, proposed Roundtable or Symposium Formats (e.g., virtual or hybrid events, potential keynote speaker(s), panel presentations, small group sessions), outreach strategies, actionable outcomes, and data collection.
- 7.6.3. Contractor shall ensure that the CEO/Business Roundtables and Symposiums on COVID-19 Resources, Policies, Emerging Issues, and Best Practices are marketed and promoted to ensure maximum participation by culturally and ethnically focused chambers, business improvement districts, business associations, and economic development corporations.
- 7.6.4. Contractor shall submit the event agenda and associated materials for review and approval at least 30 calendar days in advance.
- 7.7. Chamber COVID-19 Subcontracts Administration and Reporting
 - 7.7.1. Within 60 calendar days of contract execution, the Contractor shall submit the Chamber COVID-19 Subcontracts Administration and Reporting Plan to the County for review and approval.
 - 7.7.2. Contractor shall procure and manage a minimum of four (4) subcontracts with culturally or ethnically focused chambers, business improvement districts, business associations, non-profits, and consultants to support their constituent businesses and employees disproportionately impacted by COVID-19.
 - 7.7.3. Contractor shall support culturally or ethnically focused subcontractors to advance one or more of the following COVID-19 program and policies:
 - 7.7.3.1. Subcontractor will work with their constituents to improve access to COVID-19 testing and vaccination through Time to Vaccinate and other vaccination programs.
 - 7.7.3.2. Subcontractors will work with their constituents to reduce barriers to employee health and safety related to COVID-19 exposure or illness.
 - 7.7.3.3. Subcontractors will work with their constituents to increase worker support, job security, healthcare benefits, and/or childcare resources related to COVID-19 exposure or illness.
 - 7.7.3.4. Subcontractors will work with their constituents to increase business and worker access to emergency preparedness resources such as adopting policies that link to the County of San Diego’s Ready San Diego or the AlertSanDiego app.
- 7.8. Chamber COVID-19 Innovative Projects
 - 7.8.1. Contractor shall develop a minimum of four (4) COVID-19 Innovative Projects to support culturally and ethnically focused chambers that support businesses with employees or who represent populations disproportionately impacted by COVID-19, utilizing information from the COVID-19 Business Impact Assessment and/or feedback from culturally and ethnically focused chambers, business improvement districts, business associations, and economic development corporations.
 - 7.8.2. Within 120 calendar days of contract execution, Contractor shall develop a prioritization and selection process to guide how COVID-19 Innovative Projects are

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determined to the County for review and approval.

7.8.2.1. Contractor shall provide support in the implementation of COVID-19 Innovative Projects to ensure milestones and outcomes are met.

7.8.2.2. Contractor shall communicate with the County about monthly progress towards achieving milestones and outcomes for the projects.

7.8.2.3. Contractor shall be responsive and flexible to changes in the business community related to COVID-19 and will make efforts to adapt to community needs.

7.8.3. Contractor shall submit all products related to this outcome to the County for review and approval.

7.9. Coordination and collaboration with other County programs and coalitions

7.9.1. Contractor shall coordinate with other County programs and coalitions to share best practices, report on progress, promote COVID-19 building capacity building, and ensure the program does not duplicate services. These groups may include:

7.9.1.1. The San Diego Childhood Obesity Initiative Business Domain.

7.9.1.2. Live Well @ Work.

7.9.1.3. County of San Diego COVID-19 Business Sector

7.9.2. Coordination and collaboration activities will be reported in the Quarterly Progress Report.

8. Data Collection and Reporting Requirements

8.1. Contractor shall complete and submit the following reports to the County:

8.1.1. Quarterly Progress Report (QPR): Contractor shall submit an electronic QPR by the 15th day after the end of the reporting quarter, beginning the 3rd month after the contract execution date. County will provide a template format and instructions for the report. The QPR shall include the following:

8.1.1.1. Documentation of activities completed to meet the goals and objectives of this Agreement.

8.1.1.2. Progress and challenges.

8.1.1.3. Coordination and collaboration activities.

8.1.1.4. Additional items as requested by the County.

8.1.2. Success Stories: Contractor shall submit a minimum of four (4) Success Stories electronically by May 15, 2023.

8.1.3. Final Report: Contractor shall submit a draft Final Report by April 3, 2023, and submit an electronic Final Report by May 15, 2023, for County review and approval, covering the total contract term. The Final Report shall include the following:

8.1.3.1. Executive Summary.

8.1.3.2. Program Accomplishments and Best Practices.

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- 8.1.3.3. Status of Agreement Objectives.
- 8.1.3.4. Challenges and Lesson Learned.
- 8.1.3.5. Next Steps and Sustainability Strategies.
- 8.1.3.6. Any unanticipated or additional accomplishments.

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EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County and within 10 working days of the inception of the Contract, Contractor shall submit to County certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that the Contractor has obtained for the period of the Contract, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Contractor against liability for bodily injury, personal injury or property damage arising out of or in connection with the Contractor's performance of work or service under this Contract of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego. (not required if contractor provides written verification it has no employees)
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- d. Certificates of insurance provided by Contractor must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions.
- e. For any claims related to this Contract, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 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.
- f. Subcontractors will maintain insurance meeting all the requirements stated herein. 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.

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. As a requirement of this contract, 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.

The County of San Diego shall retain the right 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

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required. County retains the right to demand a certified copy of any insurance policy required herein after 15 days notice.

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EXHIBIT C - PAYMENT SCHEDULE

1. Compensation

Payment for these services described in Exhibit A - Statement of Work is on a fixed price basis after County review and acceptance of original monthly invoice in accordance with the attached Payment Schedule. This project is funded by the Centers for Disease Control and Prevention.

2. Payments

All requests for payment are subject to County Review and acceptance of deliverables and submitted documentation at the time of invoice. Pending any adjustments by the Contracting Officer's Representative, each invoice approved and paid shall constitute full and complete compensation to the Contractor for the invoice.

3. Invoices

3.1. Contractor shall submit monthly invoices to the County by the twentieth (20th) of the month following the deliverables. Invoice template will be provided by the County.

3.2. Invoices shall be submitted electronically to a County email address that will be provided by the County.

3.3 Invoices shall contain the following certification:

I certify, under penalty of perjury under the laws of the State of California, that no employee providing services under the terms and conditions of this contract is currently listed on the federal System for Award Management (SAM), the federal Health and Human Services Office Inspector General List of Excluded Individuals/Entities (LEIE), or the State of California Medi-Cal Suspended and Ineligible list.

I certify that the above deliverables and/or service were delivered and/or performed specifically for this contract in accordance with the terms and conditions set forth therein.

Authorized Representative:

Printed Name *Signature* *Date*

4.

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EXHIBIT C - PAYMENT SCHEDULE

Initial term (Date of Award - 6/30/2022)

Pay Point	Exhibit A Section	Exhibit A - Statement of Work Pay Point Description	Required Documents	Due Date	Unit Cost	# of Units	Total Amount
1	7.1	Submit Project Schedule (Year 1)	Project Schedule	30 calendar days after	1,000.00	1	1,000.00
2	7.2	Attend Chamber COVID-19 Monthly Team Meetings	Agenda	Monthly	1,000.00	12	12,000.00
3	7.3	Submit COVID-19 Business Impact Assessment Plan	Plan	60 calendar days after	50,000.00	1	50,000.00
4	7.3	Submit COVID-19 Business Impact Report	Report	6 months after	50,000.00	1	50,000.00
5	7.4	Conduct Chamber COVID-19 Public Awareness Campaign	Plan	60 calendar days after	27,500.00	1	27,500.00
6	7.5	Submit Chamber COVID-19 Technology and Capacity Building Workplan	Plan	90 calendar days after	50,000.00	1	50,000.00
7	7.5	Conduct Chamber COVID-19 Technology and Capacity Building Activity - Focus Areas 1 to 4	Report	6/30/2022	50,000.00	4	200,000.00
8	7.6	Conduct CEO/Business Roundtables and Symposiums on COVID-19 Resources, Policies, Emerging Issues, and Best Practices - Sessions 1 to 3	Agenda and Roster	6/30/2022	30,000.00	3	90,000.00
9	7.7	Award Chamber COVID-19 Subcontracts 1 to 3	Subcontract	6/30/2022	35,000.00	3	105,000.00
10	8.1.1	Submit Quarterly Progress Reports	Report	Quarterly	1,500.00	4	6,000.00
Initial Term Total							591,500.00

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EXHIBIT C - PAYMENT SCHEDULE

Option year 1 (7/1/2022 to 5/31/2023)

Pay Point	Exhibit A Section	Exhibit A - Statement of Work Pay Point Description	Required Documents	Due Date	Unit Cost	# of Units	Total Amount
1	7.1	Submit Project Schedule (Year 2)	Project Schedule	30 calendar days after	1,000.00	1	1,000.00
2	7.2	Attend Chamber COVID-19 Monthly Team Meetings	Agenda	Monthly	1,000.00	7	7,000.00
3	7.6	Conduct CEO/Business Roundtables and Symposiums on COVID-19 Resources, Policies, Emerging Issues, and Best Practices - Sessions 4 to 6	Agenda and Roster	5/31/2023	30,000.00	3	90,000.00
4	7.7	Award Chamber COVID-19 Subcontracts 4 and 5	Subcontract	5/31/2023	35,000.00	2	70,000.00
5	7.8	Conduct Chamber COVID-19 Innovative Projects 1 to 4	Report	5/31/2023	25,000.00	4	100,000.00
6	8.1.1	Submit Quarterly Progress Reports	Report	Quarterly	1,500.00	2	3,000.00
7	8.1.2	Submit Success Stories 1 to 4	Report	6/30/2022	2,000.00	4	8,000.00
8	8.1.3	Submit Final Report and Recommendations	Agenda and Roster	6/30/2022	4,500.00	1	4,500.00
Option Year 1 Total							283,500.00