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ELIZABETH A. HERNANDEZ, Ph.D.
INTERIM DEPUTY CHIEF
ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, ROOM 206, SAN DIEGO, CALIFORNIA 92101-2417
(619) 515-6555

JENNIFER BRANSFORD-KOONS
INTERIM CHIEF
OPERATIONS OFFICER

May 12, 2026

TO: Andrew Potter, Executive Officer/Clerk of the Board of Supervisors
Clerk of the Board of Supervisors

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

**ACCEPT CAL COMMUNITY CONNECT PILOT PROJECT FISCAL YEAR 2025 – 26 THROUGH FISCAL YEAR 2026 – 27
REVENUE AGREEMENT FUNDING**

1. Action Required:

- a. Clerk of the Board's signature is required to execute the attached Cal Community Connect (CCC) pilot project revenue agreement.

2. Background and Expected Outcome:

- a. In partnership with the California Department of Aging, the County of San Diego Health and Human Services Agency, Aging & Independence Services is developing and piloting a Community Health Worker (CHW) navigator role for the CCC pilot project over a 24-month period. The goal is to advance the State's No Wrong Door system by streamlining access to Long-Term Services and Supports for older adults, people with disabilities, and caregivers through CHW navigators.
- b. Term of Agreement: July 1, 2025, to May 31, 2027.
- c. Fiscal Impact: Total allocation is \$150,000 for Fiscal Year (FY) 2025-26 through FY 2026-27. The total B-29 costs are \$7,995.82. These costs will be funded with existing General Purpose Revenue. The public benefit of providing these services far outweighs the costs as these services provide streamlined access to long-term services and supports for some of the most vulnerable residents in San Diego County.

3. Reasons for Requested Action:

- a. Pursuant to Section 123 (b) of the San Diego County Administrative Code, the Clerk of the Board's signature is required on revenue agreements.

Please contact Dalija Dragisic, Aging Program Specialist IV at (858) 505-6300 or dalija.dragisic@sdcounty.ca.gov for questions or concerns.

Sincerely,

Elizabeth A.
Hernandez, Ph.D.

Digitally signed by Elizabeth
A. Hernandez, Ph.D.
Date: 2026.05.26 15:32:54
-07'00'

ELIZABETH A. HERNANDEZ, Ph.D.
Interim Deputy Chief Administrative Officer
Health and Human Services Agency

**Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date:	12/03/2025	Department:	HEALTH AND HUMAN SERVICES		
Contract Begin Date:	07/01/2025	End Date:	05/31/2027	Grant:	Yes
*Oracle Award #:	TBD	Org #:	46140	Amount:	150,000.00
Contact Person:	TOAN PHAM		Phone #:		619-481-1810
Contracting Agency/Grantor:	CALIFORNIA DEPARTMENT OF AGING				
Description:	Cal Community Connect - Home and Community-Based Supportive Services.				

- The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: **Cynthia Mayfield** Digitally signed by Cynthia Mayfield
Date: 2026.02.04 10:21:41 -08'00'

Date:

Approved By:

Group Finance Director: **Charissa Japlit** Digitally signed by Charissa Japlit@sdcounty.ca.gov
Date: 2026.05.14 06:14:42 -07'00'

Date:

County Counsel: **Raquel Young** Digitally signed by Raquel Young
Date: 2025.12.05 08:59:38 -08'00'

Date:

Chief Administrative Officer: *Charles Hernandez*

Date: 5/29/2026

Office of Financial Planning: *Angela James*

Date: 5/28/2026

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: TK	OFP#: 26-107

OFP Form Supplemental Page

In partnership with the California Department of Aging, the County of San Diego Health and Human Services Agency, Aging & Independence Services is developing and piloting a Community Health Worker (CHW) navigator role for the Cal Community Connect pilot project over a 24-month period, with the goal of advancing the State's No Wrong Door system by streamlining access to LTSS for older adults, people with disabilities, and caregivers through CHW navigators.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CC-2526-23	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
County of San Diego Aging & Independence Services

2. The term of this Agreement is:

START DATE
07/01/2025

THROUGH END DATE
05/31/2027

3. The maximum amount of this Agreement is:

\$ 150,000 One Hundred Fifty Thousand and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	11 pages
Exhibit A, Attachment 1	Cal Community Connect (CCC) Project Workplan	9 pages
Exhibit B	Budget Detail, Payment Provisions, and Closeout	8 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C*	General Terms and Conditions – GTC-2/2025*	0 pages
Exhibit D	Special Terms and Conditions	42 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego Aging & Independence Services

CONTRACTOR BUSINESS ADDRESS 5560 Overland Avenue, Ste 310	CITY San Diego	STATE CA	ZIP 92123
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PRINTED NAME OF PERSON SIGNING Andrew Potter	TITLE Clerk of the Board
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 5/29/26
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS 2880 Gateway Oaks Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
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PRINTED NAME OF PERSON SIGNING Han Pham	TITLE Business Management Section Chief
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) AG OP 80-111
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APPROVED AS TO FORM AND LEGALITY

Raquel Young Digitally signed by Raquel Young
Date: 2025.11.19 13:37:04 -08'00

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: **5/29/26**
Deputy Clerk of the Board Supervisors

**EXHIBIT A
SCOPE OF WORK****1. CONTRACTED PARTIES:**

Contractor agrees to work with the California Department of Aging (CDA) to advance California's No Wrong Door (NWD) systems by streamlining access to long term services and supports (LTSS) through Community Health Worker (CHW) navigators, pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

Services will be provided at Contractor's place of business and/or the California Department of Aging, 2880 Gateway Oaks, Suite 200, Sacramento, CA 95833; and any other locations deemed necessary and agreed upon by the Project Representatives.

3. PROJECT REPRESENTATIVES:

A. The project managers during the term of this agreement shall be:

	California Department of Aging	Contractor Name
Section/Unit:	Division of Policy, Research and Engagement	County of San Diego Aging & Independence Services
Attention:	Brian T. Carter	Roberto Ramirez
Title:	Policy Manager	Chief, Agency Operations - TAHC
Address:	2880 Gateway Oaks Drive Suite 200 Sacramento, CA 95833	5560 Overland Avenue, Ste 310 San Diego, CA 92123
Phone:	(916) 928-4669	(619) 772-7639
Email:	brian.carter@aging.ca.gov	Roberto.Ramirez2@sdcounty.ca.gov

B. Direct all agreement inquiries to:

	California Department of Aging	Contractor Name
Section/Unit:	BMS Subvention and Local Assistance Unit	County of San Diego Aging & Independence Services
Attention:	Andrew Reel	Roberto Ramirez
Title:	Analyst	Chief, Agency Operations - TAHC
Address:	2880 Gateway Oaks Drive Suite 200 Sacramento, CA 95833	5560 Overland Avenue, Ste 310 San Diego, CA 92123
Phone:	(916) 272-0469	(619) 772-7639
Email:	Andrew.Reel@aging.ca.gov	Roberto.Ramirez2@sdcounty.ca.gov

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. PROGRAM DEFINITIONS:

- A. **Community Health Worker (CHW) navigator** is a trusted member of the community who helps individuals access and navigate healthcare and social services. They act as a bridge between individuals and the services they need, addressing barriers such as lack of transportation, language barriers, or health literacy. They connect individuals with healthcare providers, social services, and other resources that can improve their health and well-being. CHWs are unlicensed, trained health educators who work with individuals who may have difficulty understanding providers due to cultural, language, or other barriers to connect them with the services they need. CHWs include individuals known by a variety of job titles, including promotores, community health representatives, navigators, violence prevention professionals, substance use navigators, and behavioral health navigators, among other titles.
- B. **Long-Term Services and Supports (LTSS)** refers to a broad range of medical and non-medical services and supports to help older adults and adults with disabilities live more independently.
- C. **No Wrong Door (NWD)** is a coordinated system that provides individuals with streamlined access to the support and services they need to live in their community. NWD empowers individuals to make informed decisions, exercise control over their needs, and achieve their personal goals and preferences.
- D. **Eligible Service Population** means individuals defined as older Californians 60 years of age and older, or 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA). Additionally, caregiver(s) of an older Californian 60 years of age and older, or for an adult 18 years of age and older with disabilities as defined by the ADA is also eligible for services.

5. BACKGROUND

- A. Californians are struggling to find the information they need to make informed LTSS choices. A fragmented LTSS system translates into significant challenges at the local level for the people who depend on a range of programs and services to remain in their homes and communities as they age. At present, there is no unified structure to support informed decision making and seamless access to services in the home and community. Without a known or centralized location for information and

support, people cannot access the services they need when they need them, increasing the likelihood of unnecessary hospitalization or long-term institutionalization. California's Cal Community Connect (CCC) pilot project builds upon several successful system change initiatives driven by California's Master Plan for Aging (MPA), while leveraging strategic partnerships to advance a NWD system and ensure streamlined access to LTSS for older adults, adults with disabilities and caregivers.

6. SUMMARY OF WORK TO BE PERFORMED:

- A. The Contractor, over a 24-month period, in conjunction with CDA, shall develop and pilot a CHW navigator role with the goal of advancing California's NWD systems by streamlining access to LTSS through CHW navigators.

7. CONTRACTOR RESPONSIBILITIES

A. The contractor shall:

1. Develop and pilot a CHW navigator role to provide NWD navigation services and streamlined access to LTSS for older adults, people with disabilities and caregivers.
2. Recruit, hire, and train CHW navigator(s) who can provide culturally competent services and supports.
3. Assist CDA with developing the tools and infrastructure needed for project launch for the partner sites. Tools and infrastructure include, but are not limited to: training materials, referral tools, screening and intake process, education and resource materials for participants.
4. Conduct outreach and marketing to engage the target population.
5. Participate in required training provided by the Administration for Community Living (ACL), CDA and its partners to support this project, including training provided to CHW navigators through Futuro Health.
6. Provide comprehensive navigation services to older adults, people with disabilities, and caregivers to navigate LTSS, health care, and other services. CHW navigation services shall include one or more of the following:
 - a. Health education, including coaching and goal setting to address barriers to service, improve health and the ability to

- self-manage health conditions. Also including information and instruction on health topics.
- b. Health navigation to increase timely access to home and community-based services through outreach and resource coordination, and support with enrolling in programs and services. Includes providing information, training, referrals, or support to assist with accessing health care and LTSS, understanding the health care and LTSS systems, engaging in their own care, and connecting to community resources necessary to promote their health and wellbeing.
 - c. Screening and assessment to support individuals in accessing services and supports to meet their individualized goals.
 - d. Individual support or advocacy based on the person's goals, desires, and preferences to address health and LTSS needs.
 - e. Disaster preparedness, response and recovery support for all individuals receiving CHW navigation services. If a major disaster occurs during the pilot's implementation, CHW navigators will be made available to support older adults, adults with disabilities, and caregivers displaced or impacted by disasters to access services and supports.
7. Participate in capacity building activities of aging services providers to implement sustainable CHW roles by informing technical assistance, billing toolkits, and workflow designs that will be shared with the aging network.
 8. Work with contracted reimbursement platform partner providing technical assistance and coaching to develop a business, financial, and program model to support long term funding through billing Medi-Cal and/or Medicare for CHW navigator services.
 9. Participate in regular meetings with CDA, partners, and local project sites to ensure the quality and effectiveness of the intervention.
 10. Priority should be given to adults who are low-income, disabled, or otherwise fall within the category of greatest economic and social need within the meanings of the Older Americans Act, the Older Californians Act, and their respective regulatory counterparts.

8. REPORTING REQUIREMENTS

A. The Contractor shall:

1. Submit quarterly status reports to CDA. Quarterly status reports shall include:
 - a. the number of older adults, people with disabilities, and caregivers who participate in CWH mediated NWD services.
 - b. which services are utilized by participants.
 - c. number of referrals made.
 - d. Number and type of follow-up interactions made by CHW navigators.
 - e. Outreach efforts - including materials distributed, method of distribution and number and type of events attended.
 - f. Implementation and service delivery methods.
 - g. Challenges faced during the reporting period - list any challenges faced during the reporting period and what actions you took to address these challenges. (Please note in your response, changes, if any, to your project goal(s), objective(s), or activities that were made as a result of challenges faced).
 - h. Lessons learned during the reporting period.
 - i. Success stories from partners and program participants.
2. Cooperate with CDA Research and Data staff on all aspects of CCC program evaluation activities which include:
 - a. Quarterly status reports referred to in section 8.A.1. above.
 - b. Surveys (provided by CDA) to be administered both at intake and six-months after intake.
 - c. Submission of data at regularly scheduled intervals and/or upon request.
3. Provide CDA with any additional reporting requirements necessary for completion of ACL semi-annual reports (if any).

9. PROJECT DELIVERABLES:

- A. CDA will conduct an evaluation utilizing its research team to track the implementation of CCC, its predicted outcomes, and document lessons learned throughout the grant.

10. OTHER OBLIGATIONS OF CONTRACTOR

- A. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement, all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the CDA. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the CDA may terminate this Agreement with cause.
- B. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest enough time and capital to fulfill the obligations as contained herein.
- C. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the CDA in writing.
- D. Additional language translation services must be available for the required threshold languages upon request. See table D1 below for the required threshold languages per Area Agency or County.

Table D1.

Country	Required Threshold languages								
	English	Spanish	Punjabi	Arabic	Chinese	Farsi	Russian	Tagalog	Vietnamese
Yuba/Sonoma	Y	Y	N	N	N	N	N	N	N
Sutter	Y	Y	Y	N	N	N	N	N	N
San Diego	Y	Y	N	Y	Y	Y	Y	Y	Y

- E. Contractor must ensure project deliverables, including drafts shared with external stakeholders, are in accessible formatting as described in guidance from the California Department of Rehabilitation.

11. OUTREACH AND MARKETING

- A. Contractor shall:
 - 1. Create and implement a comprehensive marketing and outreach plan to promote these services. The marketing and outreach plan may be reviewed by CDA Communications team and used to create awareness of services.
 - 2. Report marketing and outreach efforts to CDA.
 - 3. Evaluate the effectiveness of each marketing and outreach effort and report any increase in service provision to CDA that results from the outreach effort on the quarterly report referred to in section 8.A.1. above.
 - 4. Continue outreach and marketing throughout the entirety of the term of this Agreement.

12. CDA RESPONSIBILITIES:

- A. The CDA Project Manager will work closely with the Contractor's Project Manager to ensure that the required deliverables are on time and up to CDA's standards.
- B. CDA will be responsible for inter- and intra-agency and stakeholder meeting scheduling and logistics, unless explicitly noted otherwise in the scope.
- C. CDA Contract Manager will provide guidance, information, and access to CDA staff as required by the Contractor to provide services under this Agreement.
- D. The CDA's responsibilities and duties are described in greater detail in Exhibit A, Attachment I – Cal Community Connect (CCC) Project Work Plan.

13. ADA DOCUMENT COMPLIANCE

- A. The State of California mandates that all documents be ADA Compliant. This means that all documents are:
1. 12-point font
 2. Utilize headers in Word and Excel Documents
 3. Arial, Calibri, or Century Gothic font
 4. Alt Text is utilized in all tables and visual media.
 5. Check the contrast levels for ADA compliance.
 6. Ensure that there is enough white space for people with dyslexia to read between the lines.
- B. We require that the documents produced be remediated to comply with Federal Acquisition Regulations, Section 508.
1. It requires all electronic content to be accessible.
 2. The U.S. Access Board is an independent Federal agency which develops and maintains standards that must be met to achieve 508 compliances.
 3. The most applicable standards for electronic content are:
 - a. 1194.21 Software applications and operating systems
 - b. 1194.22 Web-based intranet and internet information and applications
 - c. 1194.24 Video and multimedia products
- C. The Section 508 Standards, which are part of the Federal Acquisition Regulation, ensure access for people with physical, sensory, or cognitive disabilities. It ensures that all users can access the provided services or products, regardless of their capabilities.
1. Section 508 - <http://www.section508.gov/>
 2. United States Access Board - <https://www.access-board.gov/>

3. GSA 508 Tutorials, Guidance - <https://www.gsa.gov/reference/gsa-guidance>
 4. Guidance to Creating Accessible Documents Resources for Making Websites 508 Compliant, "How To" Guidance
http://www.socialsecurity.gov/accessibility/files/SSA_Alternative_Text_Guide.pdf
- D. The content must be remediated, and all versions of the PDF or Word Documents need to be compatible with accessibility requirements.
1. To make PDFs ADA compliant, the following considerations must be taken:
 - a. Tagging: The PDF must be tagged with metadata that describes its structure, including headings, lists, tables, and links. This tagging enables screen readers to identify the structure of the document and navigate it accordingly.
 - b. Text recognition: PDFs that contain scanned images of text must have OCR (Optical Character Recognition) applied to them, which will convert the text to machine-readable text. This enables screen readers to read the text out loud.
 - c. Alternative text: Images and graphics within the PDF must have alternative text descriptions, which describe the content of the image. This enables users with visual impairments to understand the meaning of the image.
 - d. Contrast: The contrast between the text and the background must be high enough to ensure readability for users with sight loss.
 - e. Language: The PDF must be designed in the appropriate language and set with the correct language settings. This enables screen readers to read the text in the appropriate language.
 - f. Searchable Text: The text in the PDF should be selectable and copyable, not just an image.
- E. Assistive Technology (AT) is any item, piece of equipment, or system that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities. It requires the proper use of the delivery format.

14. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

1. **Expectations:** Contractor is expected to provide all services, including all required reports, in a timely manner – in accordance with timelines established in this Statement of Work.
2. **Penalties:** Should Contractor not provide all services, including all required reports in a timely manner, the CDA may choose to terminate this Agreement. Additionally, the CDA may find the Contractor to be not responsible for the provision of services and evaluate this in future contracting opportunities.

15. GENERATIVE AI REQUIREMENTS

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Contractor must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure.

Upon notification by a Contractor of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

16. AMENDMENTS:

The parties reserve the right to amend this Agreement by extending the term for up to two (2) additional one (1) year terms and to add funding as needed to allow for that period at the existing proposed rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties

**EXHIBIT A, ATTACHMENT 1
CAL COMMUNITY CONNECT (CCC) PROJECT WORKPLAN**

Project Goal: Cal Community Connect will advance California’s NWD systems by streamlining access to long term services and supports (LTSS) through Community Health Worker (CHW) navigators.

Measurable Outcome(s): Increased awareness and access to LTSS services; reduced caregiver burden, emergency room visits, hospitalizations, and institutionalization; improved quality of life for individuals served, and, development of a model for program sustainability.

Objective	Evaluation Measures
<p>Objective 1: Advance national NWD workforce through embedded training and standards for person- and family-centered practices. In coordination with the MPA foundation partners who are contracting with Futuro Health, CHW navigators at the three pilot sites will be trained and certified as NWD navigators and provide direct services to support older adults, people with disabilities and caregivers in understanding their options and accessing the services needed to remain in the home and community setting, including for purposes of emergency preparedness, response, and recovery.</p>	<ul style="list-style-type: none"> • Awareness through outreach (i.e., number of older adults, people with disabilities, and caregivers reached, materials distributed, events attended). • Number of CHW navigators trained and certified. • Number of older adults, people with disabilities, and caregivers receiving CHW navigator services by trained and certified NWD navigators. • Connections to services (i.e., health education, health navigation, screening and assessments, individual advocacy, disaster preparedness and response) by trained and certified NWD navigators.
<p>Objective 2: Strategically align NWD goals with California’s Master Plan for Aging, to increase access to LTSS. Cal Community Connect advances California’s Master Plan for Aging (MPA), and aligns with the MPA’s 2025-26 initiatives, including planning for development of California’s first statewide Aging and Disability No Wrong Door (NWD) system (Initiative 54), as well as developing innovative approaches for</p>	<ul style="list-style-type: none"> • Fewer emergency room visits, hospitalizations and institutional placements six months post NWD navigation services than six months before services. • Decreases in caregiver burden from baseline to post NWD navigation services using the Zarit Burden Interview in alignment with MPA Data Dashboard. • Increases in subjective ability to navigate services. • Improvements in quality of life from baseline to post services using the Quality of Life Scale (QOLS).

<p>CHW to support older adults, people with disabilities, and caregivers (Initiative 72).</p>	<ul style="list-style-type: none"> • Improvements in participants' confidence towards staying in their community of choice. • Development of an innovative approach for CHW navigators to serve older adults, people with disabilities and caregivers that can be replicated statewide.
<p>Objective 3: Accelerate opportunities for funding and sustainability for enhancing NWD functions. Cal Community Connect will work with partners to train CHWs at the 3 pilot sites to be eligible for Medi-Cal reimbursement through the Medi-Cal's CHW State Plan Benefit and Medicare's Community Health Integration billing code for CHW services. These efforts will inform the business case for CHW navigator sustainability using Medi-Cal and/or Medicare funding streams.</p>	<ul style="list-style-type: none"> • Report and toolkit with key findings related to Medi-Cal and Medicare funding streams and sustainability for CHW navigators as part of a statewide NWD system including opportunities, best practices, barriers and solutions to replicate statewide.

Partners: California Department of Aging (CDA), San Diego Area Agency on Aging (AAA), Sonoma County Area Agency on Aging (AAA) and Agency on Aging Area 4 (AAA4 - Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba counties). Note: AAA4 will implement this pilot in Yuba and Sutter Counties only.
Thought Partners: NWD State Leadership Council.
Implementation Partners: MPA Foundation Partners, Futuro Health.

Objective	Key Tasks	Lead person	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q3	Q 4
Objective #0 – Project management and reporting	0.1.1 CDA, Administration for Community Living (ACL) and Area Agency on Aging (AAA) staff will meet regularly to revise work plan, and processes as needed.	Ana A., Tanya B.	X	X	X	X	X	X	X	X
	0.1.2 Develop sub-award agreements, contracts and contract amendments for	Brian	X							

	implementation sites (Sonoma, San Diego, AAA4).									
	0.1.3 Execute sub-award agreements, contracts and contract amendments for the implementation sites.	Brian	X							
	0.1.4 CDA, MPA Foundation Partners and Futuro Health staff will meet regularly to discuss CHW training.	Sarah S., Ana A.	X	X	X	X				
	0.1.5 Prepare and submit reports.	Brian C.			X*		X*		X*	
	0.1.6 Inform project team of CHW educational opportunities and encourage attendance.	Brian C.	X	X	X	X	X	X	X	X
Objective #1 – Advance national NWD workforce through embedded training and standards for person- and family-centered practices.	1.1.1 Meet regularly with Futuro Health to prioritize up to 10 micro-credentials that align the CHW pathways to provide NWD navigation services and establish training curriculum.	Sarah S., Ana A.	X							
	1.1.2 Convene quarterly meetings with Futuro Health and AAA partners to provide input on training program implementation, troubleshoot, identify best practices and explore	Sarah S., Ana A.	X	X	X	X	X	X	X	X

	opportunities for sustainability.									
	1.1.3 Review and refine Futuro Health training plan and CHW materials.	Brian C.	X	X						
	1.1.4 Determine what criteria will be used to decide who should be offered referrals to CHW navigators and develop workflow/pathway for screening process.	Brian C.	X							
	1.1.5 Develop CHW navigator educational and resource materials.	Brian C.		X	X	X				
	1.1.6 Ensure that the consumer-facing materials are accessible for individuals with disabilities.	Brian C.	X							
	1.1.7 Develop job description and outreach strategy for CHW Navigator positions with local site partners.	Brian C.	X	X						
	1.1.8 Pilot sites will recruit and hire CHW navigators. CHWs will be recruited via outreach to religious organizations, service clubs, indigenous groups (e.g., MICOP), and Promotoras.	Pilot sites	X	X						
	1.1.9 CDA staff will work with Futuro Health, the pilot sites and CHWs to provide training and technical assistance to the CHW navigators across all sites. Training will include online course work.	Brian C.	X	X	X	X				
	1.2.0 Provide ongoing professional development, training and quality control	Pilot sites	X	X	X	X	X	X	X	X

	for CHWs and other team members as needed.									
	1.2.1 Work with CDA staff and local sites to identify potential CHW referral sources (community HCBS organizations, Adult Day Health Centers, caregiver resource centers, Federally Qualified Health Centers (FQHC)s, ambulatory care clinics, Medi-Cal Managed Care Plans, etc.) and opportunities to conduct outreach.	Brian C.	X	X	X	X				
	1.2.2 Work with pilot sites to create Cal Community Connect outreach materials for use at local sites that create an easily identifiable, relatable, branding for the program. Materials may include emails, mailings, brochures, flyers, etc. Target audience is low-income, Medi-Cal eligible older adults and adults with disabilities.	Brian C.	X	X						
	1.2.3 Create plan for sharing project updates and findings with stakeholders and NWD State Leadership Council. Identify what to share, when groups meet, create timeline, etc.	Ana A.	X		X		X		X	
	1.2.4 Engage and seek input from NWD State Leadership Council.	Ana A.		X		X		X		X
	1.2.5 Provide updates and seek input from MPA Foundation Partners and MPA stakeholders.	Ana A.		X		X		X		X

	1.2.6 Submit proposals to present findings at National and State Conferences such as American Society on Aging and Advancing States meetings.	Ana A.								X	X
	1.2.7 Assess options to expand CHW navigators to other programs and organizations statewide.	Ana A.					X	X	X	X	X
	1.2.8 Create a template for quarterly data reporting to be filled out by program staff and identify due dates and reporting timelines.	Danielle O.	X								
	1.2.9 Send data reporting template to program sites.	Brian C./Danielle O.	X	X	X	X	X	X	X	X	X
	1.3.0 Submit quarterly data reports to CDA.	Pilot Sites	X	X	X	X	X	X	X	X	X
	1.3.1 Clean and analyze data to draft quarterly data reports based on information submitted by program staff.	Brian C./Danielle O.	X	X	X	X	X	X	X	X	X
	1.3.2 Final evaluation report to be published and shared amongst partners and stakeholders.	Brian C./Danielle O.									X
Objective #2: Strategically align NWD goals with California's Master Plan for Aging, to increase access to LTSS.	2.1.1 Work with NWD State Leadership Council members, CDA staff, pilot sites, and other subject matter experts, to craft, review and refine products to ensure they are accessible and aligned with the goals of the MPA.	Sarah S., Ana A.	X	X	X						

	2.1.2 Work with NWD State Leadership Council members, CDA staff, pilot sites, MPA foundation partners, and Futuro to inform NWD system efforts to develop an innovative sustainable and replicable business case for CHW navigation within the aging and disability networks.	Sarah S., Ana A.			X	X	X	X	X	X
	2.1.3 Utilize CDA's Data and Key Outcomes Dashboards to track MPA related impacts on NWD access to LTSS for older adults, people with disabilities, and caregivers.	Ross L.			X	X	X	X	X	X
	2.1.4 Draft and finalize two surveys, which will include one survey tailored for older adults/people with disabilities and one survey tailored for caregivers.	Danielle O.	X							
	2.1.5 Distribute survey tool to pilot sites and train them on administering the survey.	Danielle O.		X						
	2.1.6 Administer surveys to participants at baseline and six months post-intake.	Pilot sites			X	X	X	X	X	X
	2.1.7 Clean and analyze data on outcomes for the final evaluation.	Danielle O.								X
Objective #3: Accelerate opportunities for funding and sustainability for enhancing	3.1.1 Work with AAA partners to train CHWs at the 3 pilot sites to be eligible for Medi-Cal reimbursement through the Medi-Cal's CHW State Plan Benefit and Medicare's Community Health Integration billing code for CHW services.	Ana A., Tanya B., Brian C.	X	X	X	X				

NWD functions										
	3.1.2 Utilize Futuro Health's contract with a reimbursement platform partner to bill Medi-Cal and Medicare (or train providers to bill) for CHW navigator services.	Tanya B., Brian C.			X	X	X	X	X	X
	3.1.3 Utilize the reimbursement efforts (3.1.1) to develop a business assessment to evaluate the extent to which the positions are sustainable using Medi-Cal and Medicare funding streams for sustainability.	Ana A., Tanya B., Brian C.						X		
	3.1.4 Utilize the business assessment (3.1.3) to inform the business case for CHW navigator sustainability using Medi-Cal and/or Medicare funding streams and develop a toolkit for future community partners to implement a future statewide NWD system.	Ana A., Tanya B., Brian C.								X
	3.1.5 Provide pilot sites and disability and aging network partners with information from a report and toolkit on resources (e.g., funding, capacity-building) and connections regarding opportunities to sustain current and future CHWs through Medi-Cal and Medicare funding for CHWs.	Brian C.	X	X	X	X	X	X	X	X
	3.1.6 CDA, AAA Partners and Futuro Health staff will meet regularly to discuss Medicaid/Medicare CHW	Brian C.	X	X	X	X	X	X	X	X

	billing and sustainability efforts.									
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X* - Reporting frequency for performance and financial reports will be noted within the terms and conditions on the Notice of Award.

Glossary

- AAA: Area Agency on Aging
- ACL: Administration for Community Living
- ADRC: Aging and Disability Resource Center
- CDA: California Department of Aging
- CHHS: California Health and Human Services Agency
- CHW: Community Health Worker
- Futuro Health: Through funding from MPA foundation partners, providing training, technical assistance, Medi-Cal and Medicare billing, and development of business assessment for CHW navigators.
- FQHC: Federally Qualified Health Center
- HCBS: Home and Community-based Services
- LTSS: Long-Term Services and Supports
- MICOP: The Mixteco/Indigena Community Organizing Project (MICOP)
- MPA: Master Plan for Aging
- MPA Foundation Partner: Include Archstone Foundation, Rosemary and Arthur Gilbert Foundation, Metta Fund, The SCAN Foundation, and the May and Stanley Smith Charitable Trust.
- NWD: No Wrong Door
- Pilot Sites: Agency on Aging Area 4, San Diego Aging and Independence Services, and Sonoma County Area Agency on Aging

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB)

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]
Financial Management Systems**

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. **Limitation of State Liability**

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Agreement until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed agreement.

4. **Funding Reduction(s)**

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer an Agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which agreements, if any, under this program shall be reduced.
 - ii. Some agreements may be reduced by a greater amount than others, and
 - iii. The State shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. **Interest Earned**

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source.
 2. Fringe Benefits – specified for each fund source.
 3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source.
 4. Staff Training – attendance cost for necessary training, specified for each fund source.

5. Property/Equipment - detailed descriptions and unit costs, specified for each fund source.
 6. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.
 7. Vendor/Consultant Agreements – specified for each fund source.
 8. Other – Facilities and other ordinary and necessary costs specified for each fund source.
 9. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
 10. Subrecipient Contractor Services - summary costs for subcontracted programs specified for each fund source.
 11. Indirect Costs.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's and/or subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414(c)(1) and (f)]. Indirect costs shall not exceed 15% of the Contractor's MTDC per funding category.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
 3. For major Institutes of higher education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

- A. Program Income
- B. No Program Income is required under the terms and conditions of this Agreement. ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)
- C. One-Time-Only (OTO) Funds
No One-Time-Only funding is associated with the terms and conditions of this Agreement.
- C. Matching Contributions
No match is required under the terms and conditions of this agreement.
- D. Administration
Contractor Administration shall be no more than ten percent (10%) of the total program allocation.
- E. Equipment
Equipment/Property with per unit cost over \$5,000 or any computing devices regardless of cost, requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justifications shall be sent to cdaequipment@aging.ca.gov. Such items must also be included in Contractor's approved budgets. Please note an approved budget is not approval for equipment purchase.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Agreement budget is due electronically to the Contractor's CDA Local Finance Section no later than thirty (30) days from the date of the transmission of the Budget Display and Agreement.
- B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Agreement period unless otherwise specified by CDA.

ARTICLE V. PAYMENTS

The State shall reimburse the Contractor with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System (LoFRS), no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- D. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- E. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
 - 1. Expedite Fees
 - a. If the Agreement is executed late to no fault of CDA, the Contractor may be liable for the incurred processing fees.
 - b. If the Agreement is executed late due to CDA's handling, CDA shall cover the incurred processing fees.
- F. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

ARTICLE VI. CLOSEOUT

- A. The Financial Closeout Report and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Local Finance Section. All contractors are required to submit Closeout Reports as instructed by CDA.

Closeout reporting documents must be addressed to the CDA Local Finance Section.

- B. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

California Department of Aging
 Multipurpose Senior Services Program

CC-2526-23
 Exhibit B, Attachment 1
 Budget Detail and Payment Provisions

Agreement #	Name	Federal	SFY 2026 27 Federal	Amt Enc this Doc	Total Amt Enc	Agr Total	Cost Original Trans	Total This Trans
CC-2526-23	County of San Diego Aging & Independence Service	75,000	75,000	75,000	75,000	150,000	150,000	150,000
TOTALS:		75,000	75,000	75,000	75,000	150,000	150,000	150,000

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. **Agreement or Contract:** The Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. **Allocation:** The process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
3. **Cal. Civ. Code:** California Civil Code (CIV)
4. **Cal. Gov. Code:** California Government Code (GC)
5. **Cal. Pub. Con. Code:** California Public Contract Code (PCC)
6. **CCR:** California Code of Regulations.
7. **CFR:** Code of Federal Regulations.
8. **Contractor:** The entity awarded funds under this Agreement who is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
9. **Disallowed Costs:** Those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
10. **HHS:** United States Department of Health and Human Services
11. **OAA:** Older Americans Act
12. **OCA:** Older Californians Act
13. **OMB:** Federal Office of Management and Budget
14. **Questioned Costs:** A cost that is questioned by an auditor because of an audit finding which resulted from a violation or possible violation of statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and

do not reflect the actions a prudent person would take in the circumstances.
(2 CFR 200.84 and 45 CFR 75.2).

15. Recoverable cost: The state and federal share of the questioned cost .
16. Reimbursable item: Also known as “allowable cost” and “compensable item.”
17. State and Department: The State of California and the California Department of Aging (CDA) interchangeably.
18. Subcontract: Any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type agreements for providing goods or services under this Agreement. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program.
19. Subcontractor: The legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
20. UEI: Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
21. USC: United States Code.
22. Vendor: An entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the services under this Agreement.

B. Resolution of Language Conflicts

The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Program Memos and other guidance issued by CDA.

6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor shall administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

1. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
2. The Contractor shall ensure every subcontract is clearly identified to the subcontractor as a subcontract and includes the information below. The Contractor must provide the best available information when some of the information below is unavailable. The Contractor must provide the unavailable information when it is obtained. Required information includes:
 - a. Federal award identification:
 - 1) Subcontractor's name (must match the name associated with the UEI);
 - 2) Subcontractor's UEI;
 - 3) Federal Award Identification Number (FAIN);
 - 4) Federal Award Date;
 - 5) Subcontract Period of Performance Start and End date);
 - 6) Subcontract Budget Period Start and End date;
 - 7) Amount of Federal Funds Obligated in the subcontract;
 - 8) Total Amount of Federal Funds obligated to the subcontractor by the AAA, including the current financial obligation;
 - 9) Total Amount of the Federal award committed to the subcontractor by the AAA;
 - 10) Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
 - 11) Name of the Federal agency, AAA and contact information for Contractor's Awarding Official;

- 12) Assistance Listings Title and Number; the AAA must identify the dollar amount made available under each federal award and the Assistance Listings Title and Number at the time of disbursement;
- 13) Identification of whether the federal award is for research and development; and
- 14) Indirect cost rate for the federal award including if the de minimis rate is used with 2 CFR §200.414.

- b. All requirements of the subcontract, including requirements imposed by federal statutes, regulations, and the terms and conditions of the federal award.
- c. Any additional requirements the Contractor imposes on the subcontractor for the Contractor to meet its responsibilities under the federal award. This includes information and certifications required for submitting financial and performance reports that the Contractor must provide to the federal agency. (2 CFR § 200.415)

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), located at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>, which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. Pursuant to 2 CFR § 200.332(a), the Contractor must verify that it and its subcontractors:
 - a. Are not excluded or disqualified in accordance with 2 CFR § 180.300. Verification methods are provided in 2 CFR § 180.300 which includes confirming in *SAM.gov* that the potential subcontractor is not suspended, debarred, or otherwise excluded from receiving federal funds.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Contractor's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier (UEI) changed from the DUNS Number to the UEI (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to the CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <http://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P. S.W.A.G.

In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named "S.W.A.G". S.W.A.G stands for "Stuff We All Get." The executive memo has not been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo.

SPECIFIC EXAMPLES OF S.W.A.G

In the executive memo, Governor Brown named specific items that constitute S.W.A.G, which he defined as "free giveaway and gift items," including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other "unnecessary" items. This is not an exhaustive list.

Ultimately, there is no specific case law defining SW.A.G.; each case is unique. The Contractor must assess whether an item is either S.W.A.G., or an allowable expense. The decision to proceed with the purchase at issue as an allowable expense requires the Contractor to maintain a record and keep a written justification regarding the purchase in its procurement file, as discussed below.

1. KEEPING WRITTEN JUSTIFICATION FOR PROCUREMENT

If the Contractor determines that it is moving forward with the purchase of a promotional item, it should comply with the procedures outlined in SCM Vol 2. Chapter 400, section 401:

Promotional Materials-401

Prior to conducting a purchase for promotional materials, written justification must be kept in the procurement file supporting how the purchase of promotional materials meets the departmental mission and the Contractor's business needs. Written justifications should include a description of the type of event(s) and how the promotional material(s) will be used.

[See: <https://www.dgs.ca.gov/PPD/Resources/SCM/TOC/2/2-8>, *All expenditures of public funds must support the Department's function, purpose, and benefit the state.*]

2. **FUNCTIONALITY AS AN ASSESSMENT FACTOR**

In conducting its analysis on whether a promotional item constitutes S.W.A.G or should be deemed an allowable expense, the Contractor may consider:

- The functionality of the item,
- Whether the item is given to a targeted group of people vs. to the general public,
- Whether the items are to be used for promotional purposes in support of the departmental mission and the AAA's business needs.

3. The Contractor should work with their counsel to determine whether a promotional item may constitute S.W.A.G. If the Contractor deems the item an allowable expense, this will trigger the requirement to maintain written justification in its procurement files.

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
- B. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- C. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Agreement, for handling property in accordance with Article VII of this Agreement, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Agreement.

- D. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- E. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- F. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- G. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- H. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds provided in support of the services within this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- I. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- J. In the case of small contracts, not over \$100,000 in the aggregate, a Contractor need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g)] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows:
 - 1. Pre-Award Review: Prior to informally selecting the for-profit entity with which to contract or obtain the purchase, the Contractor shall submit the following to CDA for review and approval for small contracts (under \$100,000 in the aggregate):
 - a. Documentation that the aggregate value of the contract with any entity is less than \$100,000
 - b. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists
 - c. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead

2. CDA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.
3. The Contractor shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto; 2) A statement of the criteria used to approve awards; 3) Copies of the award documents and contracts entered into pursuant to Section 7364; 4) Other information as requested by 45 CFR 92.36(b), [CCR Title II, Section 7352(h) as well as CDA's determination letter.
4. Generally, the term aggregate applies to the total stated face value of a contract made in good faith between two parties, for our purposes often the Contractor and a subcontractor.

EXAMPLE: GOOD FAITH (TWO VENDORS, TWO CONTRACTS, ONE RFP)

An RFP goes out seeking services for \$120,000. The Contractor does not receive a bid from a single vendor that can fulfill the \$120,000 request. However, the Contractor receives bids for \$70,000 from vendor A and \$50,000 from vendor B. Therefore, the Contractor splits the contract amount into \$70,000 with vendor A and \$50,000 with vendor B to complete the entirety of the services required by the initial RFP.

In this scenario, the aggregate value is NOT over \$100,000. When a good faith effort results in two contracts, with two different vendors, for the same service, and each contract is less than \$100,000, the aggregate value is less than \$100,000. While the initial RFP indicated an amount over the \$100,000 threshold, the end result became two small contracts, each in the amount of less than \$100,000.

EXAMPLE: BAD FAITH

A Contractor may not reduce the aggregate value of the contract by deliberately reducing or dividing what would normally be one large contract into smaller contracts to bypass bidding or oversight responsibilities. An example of a bad faith dealing when carrying out a contract between the Contractor and a subcontractor would include splitting two awards/contracts into two unreasonable amounts, e.g., \$99,000 and \$999, to avoid the \$100,000 threshold trigger for the RFP process. Bad faith dealings could also exist when a Contractor could have chosen one entity to carry out a service in the amount of \$100,000 or over within one contract but chose to split the award into two contracts with two entities for the same service, e.g., one contract for \$80K and the additional contract for \$20K, with the intention of avoiding the RFP process.

Acting in this manner would be inconsistent with the purpose and mission of the open and competitive process required by California regulations and could potentially deprive competent and eligible entities from the opportunity to present their case to serve the Contractor and its community. Splitting a contract/award in such a way would constitute bad faith and unfair dealing. CDA expects that Contractors will act in good faith when contemplating and executing contractual awards to promote open and fair competition.

A Contractor should work with their legal counsel to interpret the applicable provisions of federal and state law, and to otherwise determine the good faith aggregate value of its contracts as is necessary.

- K. Contracts over \$100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].

The Contractor shall, prior to the awarding of a contract to any for-profit entity, submit the following to CDA for review and approval:

1. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)].
2. All bid proposals received. [22 CCR 7362(a)(2)].
3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)].
4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].

CDA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met.

The Contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as CDA's determination letter.

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- L. The Contractor shall require subcontractors to obtain Contractor's approval prior to awarding a contract to a for-profit entity:

1. Contracts under \$100,000:
 - a. The Contractor shall follow their internal process to make the determination for approval or denial of the award.

2. Contracts over \$100,000:
 - a. The Contractor shall evaluate that the requirements for an open and competitive process [22 CCR 7352] were followed.
 - b. The Contractor shall follow their internal process to make the determination for approval or denial of the award.

- M. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

- N. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

- O. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

- P. The Contractor shall utilize procurement procedures as follows:
 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.

- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit of the July 1, 2024 through June 30, 2025 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in the operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired to perform services under this Agreement, which meets any of the following criteria is subject to the reporting requirements in (SAM 8610.5):

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
 2. Item description (include model number).
 3. CDA-issued tag number.
 4. Serial number (if applicable).
 5. Purchase cost or other basis of valuation, and
 6. Fund source
- E. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from

CDA and the Contractor has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- F. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA and shall provide copies of investigative documentation and police reports as requested by CDA.
 - G. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
 - H. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
 - I. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
 - J. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
 - K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
 - L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

- M. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.**
- N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.**
- O. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.**

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

Welfare and Institution Code (WIC) (Division 8.5. Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100 – 9118.5] Article 1. General Provisions [9100 – 9114] Section 9102(a)) states that the State Unit on Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.**
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.**
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.**
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.**

- E. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. The Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
- 1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
 - 2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
 - 3. Contract Resolution of Contractor's Subcontractors

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General

Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

- a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the

Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension.
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Agreement.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding upon the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- C. Failure by the Contractor to take necessary actions required by such amendments to this Agreement shall constitute a material violation.
- D. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to finance@aging.ca.gov.
- C. Any notice given to CDA for a Contractor's change of staff contact information shall be completed by submitting an email to BMBSubvention@aging.ca.gov.
- D. All other notices with the exception of those identified in Section B and C of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XVIII. INFORMATION CONFIDENTIALITY AND SECURITY

- A. This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor on behalf of the CDA pursuant to Contractor's Agreement with CDA. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) CDA and the Contractor desire to protect their privacy and provide for the security of CDA PSCI in compliance with this section and state and federal laws applicable to CDA PSCI.
- B. The terms of this section shall apply to all contracts, subcontracts, and subawards made by the Contractor for services provided. The Contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.
- C. Definitions
 - 1. **Breach:**
 - a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
 - b. the same definition of "breach of the security system" set forth in California Civil Code section 1798.29, subdivision (f); or
 - c. the same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
 - 2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).
 - 3. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
 - 4. **PSCI:** "personal information", "sensitive information", and "confidential information" (as these terms are defined herein).
 - 5. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all

information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

- a. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See California Civil Code section 1798.29.
 - b. **Protected Health Information (PHI):** The term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
6. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).
7. **Security Incident:**
- a. A breach or attempted breach; or
 - b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this section; or
 - c. the attempted or successful modification or destruction of, or interference with, the Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or
 - d. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is

that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

D. Disclosure Restrictions

The Contractor shall protect CDA PSCI from unauthorized disclosure. The Contractor shall not disclose, except as otherwise specifically permitted by this section, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The Contractor and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The Contractor agrees to provide the same, or greater, level of protection to CDA data that would be required if the Contractor were a Business Associate under HIPAA, regardless of whether the Contractor is or is not a Business Associate.
2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to CDA PSCI covered under this section beyond those provided through HIPAA, Contractor agrees:
 - a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
 - b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
 - c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in this section, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
 - d. If the Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

E. Use Restrictions

The Contractor shall not use any CDA PSCI for any purpose other than performing the Contractor's obligations under this Agreement.

F. Safeguards and Security

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The Contractor's administrative, technical, and physical safeguards shall include, at a minimum:

1. Technical Security Controls:

The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.

2. Removable Media Devices

All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

3. Patch Management:

The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

4. Confidentiality Statement:

All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following Agreement termination.

5. Transmission and Storage of PSCI:

All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

6. Minimum Necessary:

Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

7. Antivirus Software:

All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

8. Data Security:

CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

9. Mailing:

Mailings of CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of CDA PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDA to use another method is obtained.

10. Security Officer:

The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDA.

11. Mitigation of Harmful Effects:

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of use or disclosure of PSCI and other confidential information in violation of the requirements of this section.

12. Access to, and Accounting For, Disclosure of PSCI

The Contractor shall document and make available to CDA or (at the direction of CDA) to an Individual such disclosures of CDA PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

G. Employee Training

All persons who assist in the performance of functions or activities on behalf of CDA, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at the Contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following Agreement termination.

H. Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

I. Access to Practices, Books, and Records

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of CDA available to CDA upon reasonable request.

J. Special Provision for SSA Data

If the Contractor receives data from or on behalf of CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the Contractor shall provide, upon request by CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to CDA.

K. Breaches and Security Incidents

The Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. Notice to CDA:

The Contractor shall notify CDA immediately by email or telephone of the discovery of:

- a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.

- b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.
- c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or
- d. Potential loss of confidential data affecting this Agreement.
- e. Notice via email shall be made using the current CDA 1025 “Information Security Incident Report” forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/
- f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.

2. Investigation of Security Incident or Breach

The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.

3. Complete Report

The Contractor shall provide a complete report of the investigation to CDA within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If CDA requests information in addition to this report, the Contractor shall make reasonable efforts to provide CDA with such information. CDA will review and approve or disapprove the Contractor’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the Contractor’s corrective action plan.

- a. If the Contractor does not submit a complete report within the ten (10) working day timeframe, the Contractor shall request approval from CDA within the ten (10) working days timeframe of a new submission timeframe for the complete report.

4. Notification of Individuals

If the cause of a breach is attributable to the Contractor or its agents, the Contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting Breaches to Entities other than CDA

If the cause of a breach of CDA PSCI is attributable to the Contractor or its subcontractors, the Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

6. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDA PSCI, the Contractor shall, at its sole expense and at the sole election of CDA, either:

- a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
- b. Cooperate with and assist CDA in its submission of a sample copy of the notification to the Attorney General.

L. Contact Information

To direct communications to the above referenced CDA staff, the Contractor shall initiate contact as indicated herein. CDA reserves the right to make changes to the contact information below by giving written notice to the Contractor.

CDA Privacy Officer	CDA Information Security Officer
Office of Legal Services 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Attn: Chief Counsel Email: privacy@aging.ca.gov Telephone: (916) 419-7500	Information Security Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Attn: Information Security Officer Email: iso@aging.ca.gov Telephone: (916) 419-7500

M. Responsibility of CDA

CDA agrees to not request the Contractor use or disclose PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under the performance of the services outlined in this Agreement. The term does not include financial reports, cost analyses and similar information

incidental to program administration, or the exchange of that information between contractors to facilitate uniformity of program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

C. Public Education and Information

(Please note: This differs from the IIBB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

The Contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall include the following funding disclaimer:

“The materials or product were a result of a project funded by a contract with the California Department of Aging”.

Contractors and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Contractor and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The CDA reserves the right to use materials developed by the Contractor and/or subcontractor.

Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office of Communications.

All documents produced must comply with Federal Acquisition Regulation, Section 508 which governs document accessibility.

D. Advertising and Public Relations

1. The AAA shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that materials published or transferred by the Contractor and financed with funds under this Agreement shall include the following funding disclaimer:

“The materials or product were a result of a project funded by a contract with the California Department of Aging”.

Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval of the CDA Office of Communications prior to publication and dissemination. The use of the CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the Contractor. If the CDA logo or CDA mention is used, the Contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.

E. Approval Requirements for Advertising and Public Relations

This section further clarifies the approval requirements as outlined in Section D above.

Approval Required

Materials that use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

No Approval Required

- Materials that only mention CDA in the funding disclaimer “The materials were funded by a contract with the California Department of Aging” without using the CDA logo.
- Materials that do not mention the CDA name or use the CDA logo.

SOCIAL MEDIA POSTS

Approval Required

- Social media posts that mention the CDA name or use the CDA logo

No Approval Required

- Social media posts that **do not** mention the CDA name **or use** the CDA logo, even if CDA funds are involved.
- Tagging @calaging on X, Facebook or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities.

SPECIFIC SCENARIOS AND EXAMPLES

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.
- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.
- Examples of materials requiring approval:
Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language **or use** the CDA logo with or without other logos.

SUBMISSION PROCESS

Submit language and materials needing approval to communications@aging.ca.gov

- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed

QUESTIONS

- For questions about approval requirements email communications@aging.ca.gov

F. Copyrights/Trademarks

The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a contractor or subcontractor purchases ownership with grant funds.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed): County of San Diego	Federal ID Number: 95-6000934
By (Authorized Signature):	
Printed Name and Title of Person Signing: Andrew Potter, Clerk of the Board	
Date Executed: <u>5/29/20</u>	Executed in the County and State of: San Diego, CA
Indicate all California Department of Aging contracts your organization participates in:	
<input checked="" type="checkbox"/> Area Plan (AP)	<input type="checkbox"/> Financial Alignment (FA)
<input checked="" type="checkbox"/> HICAP (HI)	<input checked="" type="checkbox"/> MIPPA (MI)
<input checked="" type="checkbox"/> MSSP (MS)	<input checked="" type="checkbox"/> SNAP-Ed (SP)
<input type="checkbox"/> Title V (TV)	

APPROVED AS TO FORM AND LEGALITY

Raquel Young
 Digitally signed by Raquel Young
 Date: 2026.05.08 07:37:00 -07'00'


Approved and/or authorized pursuant to
 County of San Diego Administrative Code §123.
 By: Date: 5/29/20
 Deputy Clerk of the Board Supervisors

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 5/29/26
Deputy Clerk of the Board Supervisors

Contractor/Bidder Firm Name (Printed)		Federal ID Number
County of San Diego		95-6000934
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
Andrew Potter, Clerk of the Board		
Date Executed	Executed in the County of	
5/29/26	San Diego	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

APPROVED AS TO FORM AND LEGALITY

Raquel Young
Digitally signed by Raquel Young
Date: 2026.05.08 07:35:49
-07'00'



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- Is in full compliance with the 128 Encryption requirements.
- Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

County of San Diego, Andrew Potter, Clerk of the Board

Contractor/Vendor Printed Name and Title

[Handwritten Signature]

Contractor/Vendor Signature

5/29/26

Date

Cal Community Connect

CDA Program/Project

CC-2526-23

Contract Number

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: *[Signature]* Date: *5/29/26*
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY

Raquel Young

Digitally signed by Raquel Young
Date: 2026.05.08 07:36:27
-07'00'



REVENUE AGREEMENT/GRANT/MOU CHECKLIST

(To be completed by Region/Division)

TYPE Revenue Agreement Application Due Date _____ Estimated Date of Approval _____

1. Revenue Agreement/Grant/MOU Title: Cal Community Connect

2. Summarize purpose of Revenue Agreement/Grant/MOU: The Cal Community Connect pilot project builds upon several successful system change initiatives driven by California's Master Plan for Aging, while leveraging strategic partnerships to advance a No Wrong Door (NWD) system and ensure

3. What is the key Strategy Initiative(s)? Healthy Families

4. Why should HHSA pursue this funding source? This funding will support older adults, adults with disabilities, and caregivers by streamlining access to Long-Term Services and Supports through the assistance of Community Health Workers.

5. Full Cost Recovery? Yes Waiver requested

6. Enter Distribution Amount: Total \$ \$150,000.00
Direct \$130,435.30
External Indirect _____
Internal Indirect \$19,564.70

7. Annual \$ distribution? Term State Fiscal Year
\$150,000.00 More Than 5 Years? Match or MOE requirement? Match Inkind
Year 1 \$75,000.00
Year 2 \$75,000.00
Year 3 _____
Year 4 _____
Year 5 _____

8. Board date and minute order #: Not required

9. Revenue Agreement/Grant/MOU funds:
 Salaries & Benefits Services & Supplies Contracts Fixed Assets

10. Comments: Total Unrecovered Indirect annual costs are \$7,995.82. \$3997.91 for FY 2025-26 and \$3997.91 for FY 2026-27.

11. Contact Information: Name Cynthia Mayfield
Phone Number 858-505-6540



County of San Diego Revenue Fact Sheet

O.F.P. Use Only
Date Rec'd <input type="text"/>

ACCOUNT NUMBER ASSIGNED: 46018

1. Department ORG: # A5940 Department Name: AGING & INDEPENDENCE SERVICES
 Contact Person: CAMPOS, GENY Phone: 619-823-6110
 Low Org: # _____ (optional)

2. Requested Revenue Account Title: Account, Federal - FED 93.048 Special Programs for the Aging, Title IV, and Title II, Discretionary Projects.

3. Anticipated Annual Revenue: \$ 75,000

4. Revenue will be Budgeted Beginning with: F.Y. 25-26

5. A. Source of Revenue: Federal State
 Public Agency Individual Other

Please Explain:

B. Authority: Board of Supervisors Policy, B -29 - Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

C. Form of Revenue: Grant Subvention Fee If Fee or License, indicate amount: \$ _____
 License Contract Other

Please Explain:

D. Service Provided:

E. Means of Projecting for Budget (formula used): Based on Allocation

F. How is the Revenue Received: Reimbursements Advances Other

Please Explain:

G. When is the Revenue Received: Annually Quarterly
 Monthly Daily Other

Please Explain:

6. Cost Recovery: Full Recovery A-87 Other

Please Explain:

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: **Putheara Khy** Digitally signed by Putheara Khy
 Date: 2025.12.29 14:18:46
 -08'00'

Date: Dec 29, 2025

Year 2 BUDGET					
PERSONNEL COSTS					
Position Classification	Annual FTE Wage Rate	FTE% of Time Worked	Total	Justification	
Community Health Worker	\$48,422	35.60%	\$17,236.03	CHW= .36 FTE @ \$48,422/yr= \$17,236.03	
Community Health Worker	\$48,422	35.60%	\$17,236.03	CHW= .36 FTE @ \$48,422/yr= \$17,236.03	
Admin Analyst III	\$107,536	0.90%	\$966.02	approx 18.7 hours to reviewing budget	
Associate Accountant	\$76,960	3.77%	\$2,898.05	approx 78.3 setting up projects, re	
		0.00%	\$0.00		
		0.00%	\$0.00		
		0.00%	\$0.00		
	Total Salaries & Wages:		\$38,336.13		
	Total Salaries & Wages:		\$38,336.13		
	Retirement - Other Personnel:		\$26,359.92	Retirement - Co Emp Retirement	
	Total Personnel:		\$64,696.05		
OPERATING EXPENSES					
Travel			\$521.60	Mileage for associated with travel	
Equipment					
Supplies					
Contractual					
Other					
Indirect Charges			\$9,782.35	15% de minimis	
	Total Operating Expenses		\$10,303.95		
	Year 2 Budget Total		\$75,000.00		

7,236.03

7,236.03

udgets, setting up projects, claims, closeouts, and providing audit support
;viewing expenditures, submitting claims, closeouts and providing audit support

System 39.23%, Retirement - Other Post-Employment Bens 0.64%, Retirement - Pension Bonds 3.27%, Retirement - OA:

SDI 7.38%, Employee Group Ins - Health & Accident 0.10%, Employee Compensation Insurance Pmt 1.59%, Flex Credit

16.36%, Employee Unemployment Ins - Dept Distr 0.19% = 68.76%

B-29 Costs

Staffing	
Salaries	38,336.13
Benefit FY 25/26 @ 68.76%	26,359.92
TOTAL S&B	64,696.05

Services and Supplies	
Office supplies	-
Telecom	-
IT	-
Contract Costs	-
Travel	521.00
Contract ISF	-
Rent	-
Utilities	-
Other	-
TOTAL S&S	521.00

TOTAL DIRECT COSTS	65,217.05
---------------------------	------------------

INDIRECT COSTS	
Internal Indirects	12,292.25
External Indirects	1,488.01
TOTAL INDIRECTS	13,780.26

PROGRAM INDIRECT RATES*	
Internal Rate	19.00%
External Rate	2.30%

TOTAL COSTS (B20+B26)	78,997.31
------------------------------	------------------

REVENUE	
Direct Revenue Allowed	65,217.65
Indirect Revenue Allowed	9,782.35
TOTAL REVENUE	75,000.00

Unrecovered Direct Cost	-
Unrecovered Indirect Cost	3,997.91
Total B-29 Costs	3,997.91

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates

Revenue Located

Low Org	46140
Revenue Account	46018

B-29 Costs

Staffing	
Salaries	38,336.13
Benefit FY 25/26 @ 68.76%	26,359.92
TOTAL S&B	64,696.05

Services and Supplies	
Office supplies	-
Telecom	-
IT	-
Contract Costs	-
Travel	521.00
Contract ISF	-
Rent	-
Utilities	-
Other	-
TOTAL S&S	521.00

TOTAL DIRECT COSTS	65,217.05
---------------------------	------------------

INDIRECT COSTS	
Internal Indirects	12,292.25
External Indirects	1,488.01
TOTAL INDIRECTS	13,780.26

PROGRAM INDIRECT RATES*	
Internal Rate	19.00%
External Rate	2.30%

TOTAL COSTS (B20+B26)	78,997.31
------------------------------	------------------

REVENUE	
Direct Revenue Allowed	65,217.65
Indirect Revenue Allowed	9,782.35
TOTAL REVENUE	75,000.00

Unrecovered Direct Cost	-
Unrecovered Indirect Cost	3,997.91
Total B-29 Costs	3,997.91

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates

Revenue Located

Low Org	46140
Revenue Account	46018

B-29 Costs

Staffing		
Salaries		76,672.26
Benefit FY 25/26 @ 68.76%		52,719.85
TOTAL S&B		129,392.11

Services and Supplies		
Office supplies		-
Telecom		-
IT		-
Contract Costs		-
Travel		1,042.00
Contract ISF		-
Rent		-
Utilities		-
Other		-
TOTAL S&S		1,042.00

TOTAL DIRECT COSTS		130,434.11
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INDIRECT COSTS		
Internal Indirects		24,584.50
External Indirects		2,976.02
TOTAL INDIRECTS		27,560.52

PROGRAM INDIRECT RATES*	
Internal Rate	19.00%
External Rate	2.30%

TOTAL COSTS (B20+B26)		157,994.62
------------------------------	--	-------------------

REVENUE		
Direct Revenue Allowed		130,435.30
Indirect Revenue Allowed		19,564.70
TOTAL REVENUE		150,000.00

Unrecovered Direct Cost		-
Unrecovered Indirect Cost		7,995.82
Total B-29 Costs		7,995.82

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates

Revenue Located

Low Org	46140
Revenue Account	46018

RE: Question on completing Revenue Agreement/Grant/MOU checklist



Endoso, Max L Jr

To ● Mayfield, Cynthia, ● Restua, Revannah

Cc ● Soriano, Christopher, ● Dimaano, Romina

Retention Policy Archive (Never)

You replied to this message on 7/29/2025 2:58 PM.

Hi Cynthia,



Direct costs can be S&B and/or S&S tied to the grant budget. Indirect costs are the % of grant funded S&B base year. The indirect costs are a % of grant-funded S&B and have 2 components: internal and external. Internal tied to the Countywide Cost Allocation Plan (formerly A-87).

You're correct both Patrick and Alberto are no longer with the County. Please contact Tony Pham for questions

Max Endoso, Principal Administrative Analyst
 FSSD – Agency Budget Office
 County of San Diego Health and Human Services Agency
 C: 619-455-0261

Planned Location: Dec 23, 2025 - Jan 2, 2026

ORACLE		Indirect Cost	INTERNAL	
ORG#	Description	Rate	Agency Admin Overhead Allocation	Res Indi
46417	SD AIM	29.7%	149,538.90	2
FIRST FIVE				
46317	First Five Comm Admin (Prop 10)	11.4%	283,792.00	
HOUSING AND COMMUNITY DEVELOPMENT				
46461	HCD Community Development	17.0%	432,966.77	
46462	HCD Rental Assistance	25.8%	1,694,760.37	2
46463	HCD Fiscal And Other Support	22.8%	280,989.76	
AGING AND INDEPENDENCE SERVICES (both AIS and SS orgs)				
46070	Grant/Contract Administration	17.6%	237,217.06	
46075	Ombudsman	17.7%	215,828.06	
46085	Adult Protective Services (General Fund)	17.7%	2,400,251.40	6
46100	Multi-Purpose Senior Services Program	16.2%	357,810.14	
46110	Information and Assistance	17.7%	96,683.68	
46120	Case Management	16.8%	51,470.23	
46125	Linkages	15.8%	71,506.10	
46130	Long term care integration	16.8%	36,804.40	
46140	Preventive Health (Title III F)	21.3%	140,637.80	
46155	Retired Senior Volunteer Program	17.6%	32,588.37	
46170	In Home Support Services	20.4%	4,798,906.37	1,2
46187	Caregiver	14.2%	18,407.51	
46193	Public Administrator/Guardian	22.6%	165.49	
46465	Office Of Military And Veteran	16.3%	384,494.84	

[↩ Reply](#)
[↩ Reply All](#)
[→ Forward](#)



Tue 7/29/2025 2:47 PM

Expires: Never

d on the Indirect Costs Rate Proposal (ICRP) that our Fiscal team puts together, and A&C approves every direct is the % of S&B tied to HHSA overhead rate in the ICRP, and external indirect costs are a % of S&B

on ICRP. ABO can provide training on the B-29 template. Thank you.

Allocate Direct Costs	External		INTERNAL OH RATE	EXTERNAL OH RATE
	External A-87 Allocations	Total Overhead Allocation		
241,202.87	43,104.64	433,846.40	26.8%	3.0%
-	8,888.00	292,680.00	11.1%	0.3%
72,125.94	219,243.78	724,336.49	11.8%	5.1%
282,325.67	1,191,650.31	3,168,756.35	16.1%	9.7%
46,808.79	142,286.34	470,084.89	15.9%	6.9%
49,388.70	34,054.83	320,660.59	15.8%	1.9%
44,935.50	30,984.23	291,747.79	15.8%	1.9%
317,882.35	1,425,139.70	4,443,273.45	12.0%	5.7%
74,496.24	51,367.15	483,673.53	14.5%	1.7%
20,129.59	13,879.89	130,693.15	15.8%	1.9%
10,716.13	7,389.06	69,575.41	15.1%	1.8%
14,887.60	10,265.40	96,659.10	14.1%	1.7%
7,662.69	5,283.63	49,750.73	15.0%	1.8%
29,280.86	20,189.93	190,108.60	19.0%	2.3%
6,784.91	4,678.38	44,051.67	15.7%	1.9%
235,353.63	2,849,331.27	8,883,591.28	13.8%	6.5%
3,832.45	2,642.58	24,882.54	12.7%	1.5%
34.46	23.76	223.70	20.2%	2.4%
-	12,041.64	396,536.46	15.9%	0.5%

add the recent OH allocation for HHSA

12.66 s/b HHSA

1.9
1.9

COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject

Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery

**Policy
Number**

Page

B-29

1 of 6

Purpose

To establish department responsibilities to:

1. Recover full cost, to the extent legally possible for services provided to agencies or individuals outside the County of San Diego organization under grants, contracts, or for which fees may be charged. Exceptions require specific Board approval for the non-reimbursed costs.
2. Inform the Board of Supervisors of the proposed services, their full costs and anticipated revenues, and the reasons for any difference between full cost and anticipated revenue.

Background

The County can better fulfill its mission to provide county residents with superior services by pursuing external funding opportunities that do not compromise the County's fiscal integrity and operational discipline, set false expectations, or make imprudent resource commitments. Such judicious pursuit of external funding is consistent with the principles and procedures set forth in the County's General Management System (GMS) and also supports goals and disciplines detailed in the County's Strategic Plan. In addition, the County provides a number of services on a fee basis and these fees must be periodically reviewed. This policy establishes the guidelines which departments must follow in pursuing these external funding opportunities or in setting fees for services.

Policy

It is the policy of the Board of Supervisors that:

General

1. Departments will seek to recover the full cost of all services they provide to agencies or individuals outside the County of San Diego organization on a contractual or fee basis or when obtaining grant funding.

1.a. In the case of the County providing contract services to cities pursuant to Government Code 51350, the County will recover all those costs incurred in providing the services so contracted or authorized. Costs that are attributable to services made available to all portions of the County (where the Board determines by resolution that such services are made available to all portions of the County), shall not be charged to cities as direct or indirect overhead charges. Costs of general County overhead, as defined in the Federal Budget Circular A-87, will not be charged to cities.

COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject	Policy Number	Page
Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery	B-29	2 of 6

2. Funding sources that will require a revenue match from the County General Fund shall be limited to the designated match level mandated as a condition of funding.

3. Board of Supervisors approval is required for initiation or revision of fees and charges (except for fees whose amounts are fixed by statute with no Board discretion as to amount), initiation and renewal of revenue contracts, and to apply for and accept grants except as noted in 3.a. below.

3.a. Administrative Code Section 123 authorizes the Chief Administrative Officer (CAO) to approve the initiation and renewal of revenue contracts and the application for and acceptance of grants that (1) are under \$250,000 annually, (2) do not require the appropriation of unbudgeted amounts as specified in Government Code Section 29130 (including unanticipated or over realized revenue and any available fund balances), (3) do not require the addition of positions or staff years, and (4) do not specifically require Board approval as a condition of the contract or grant. Upon direction from the CAO, the Clerk of the Board shall execute these types of revenue contracts and accept these types of grants on the Board's behalf. The CAO will report annually to the Board on the nature, number and value of these agreements.

4. Full cost is defined as the sum of direct costs plus departmental overhead costs plus external indirect costs as calculated pursuant to the federal Office of Management and Budget Circular A-87 cost plan (the "A-87 Cost Plan") for the County.

5. The CAO shall review all proposed new or changed fee schedules, grant applications and revenue contracts from an overall policy perspective. The County Counsel shall review all revenue contracts to ensure that the County's interests are protected.

Fees

With regard to fees, the department shall:

1. Establish all fees, and subsequent changes to fees, by ordinance. There is a minimum 30 days waiting period between adoption of a fee or fee increase, and its effective date. During this time, the Clerk of the Board will issue the appropriate public notice pursuant to Government Code Section 54986.

2. Provide for fees to be deposited or paid in advance. Delivery or completion of service, if applicable, is not to be made unless full payment has been deposited. Penalty provisions are to be established for delinquent payments of regulatory type licenses or permits.

COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery	Policy Number	Page
	B-29	3 of 6

3. Maintain a documented record of all fees established and collected by each department including a brief description of each type of fee, authority establishing the fee, revenue account code, amount of fee, date of last revision and other data as required by the Auditor and Controller.

4. Review all fee schedules annually, or more frequently if warranted, and make recommendations to the Board for changes to recover full cost.

Grants

1. The Department shall docket requests to apply for grant funding (unless exempt under paragraph 3.a. of the General section above) so that the Board of Supervisors may act upon the request at least fifteen (15) days in advance of the date on which the grant request must be received by the granting agency.

2. All proposed grant funding requests must be certified by the Department head as being worthy of funding with County resources if external financing were unavailable.

3. Upon request, the Board may authorize a department broad authority to apply for grants. The requesting Board letter must identify the programs or projects for which grants will be sought and the overall value to the County and its residents if the grant funds were to be received. This authority shall not extend beyond one fiscal year unless otherwise requested and approved by the Board.

Revenue Contracts

1. Service cannot begin until the Board or CAO and the contracting agency have approved the contract.

2. The Department shall docket contracts with the Board of Supervisors at least 60 days prior to the effective date of the contract.

3. Prior to performing election services for agencies or entities outside the County of San Diego organization, except for services as are mandated by law to be performed by the Registrar of Voters, the Registrar shall notify the requesting agency or entity that the estimated costs of such services must be deposited in the County Treasury, and the Registrar shall not perform the requested services unless and until such deposit has been made. Such deposit shall be maintained in a special fund account, and the excess, if any, of the amount of the deposit over and above the cost of providing the election services shall be refunded to the requesting agency or entity after all election services for which the deposit was made have been completed. If the requesting agency or entity

COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject

Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery

**Policy
Number**

Page

B-29

4 of 6

has not made this deposit of estimated costs prior to the date upon which the Registrar must commence action to conduct the requested election in an orderly manner, the Registrar shall report the matter to the Board of Supervisors.

4. In the area of public liability exposure and cost recovery, the County Counsel and the Auditor and Controller shall be consulted to assist the department in assessing the additional exposure and costs to be recovered for public liability. The County and the public agency may cover the cost of additional exposure through appropriate insurance coverage, hold harmless agreements or contributions to self-insurance coverage, hold harmless agreements or contributions to self-insurance programs as agreed upon in the agreement. (Reference - Board of Supervisors Policy B-28, Limitation of Liability on Service Agreements)

Procedure

The department providing the service, after meeting the policy or other review requirements of the CAO and Auditor and Controller, shall:

1. For grant acceptance and revenue contracts, complete an Award Initiation Form in accordance with the procedures of the Auditor and Controller.
2. For fees, complete and submit an Auditor and Controller Rate/Fee Packet including sufficient documentation to support the calculation of all costs to the Auditor and Controller at least two weeks prior to the anticipated docketing date.
3. Write a Board letter (or CAO letter for revenue contracts or grants covered by General Section 3.a. of this Policy) requesting approval of the fees, grant application and/or acceptance, or revenue contract. The letter will include:
 - a. A description of the services to be funded by the fees, grant or revenue contract.
 - b. A discussion of possible alternatives, and of the implications of Board or CAO approval or denial of the recommendation.
 - c. A fiscal impact statement which includes the full cost of the service, matching fund requirements, the estimated reimbursement and the net County cost, implications for future staffing and operations and maintenance costs extending beyond the grant period.
 - d. A justification for less than full cost recovery, if less than full cost recovery is recommended.

**COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject	Policy Number	Page
Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery	B-29	5 of 6

e. For grant applications, a statement by the department head certifying that the activity would be worthy of County funding if external financing were unavailable.

f. For grant acceptance and revenue contracts, the Award number as assigned by the Auditor and Controller (see Procedure Paragraph 1 above).

g. In the case of contract services to cities, if the Board has adopted a resolution determining that such services are made available to all portions of the County, set forth in detail any costs not to be recovered that are related to such services provided to all portions of the County.

4. Follow procedures to docket the Board letter or submit the CAO letter. To facilitate reviewer sign-off on fee proposal Board letters, include the Auditor and Controller approval form in the Board letter packet.

5. When appropriate, Board or CAO letters related to services reimbursed through fees, contracts and grants must also be submitted to the appropriate Advisory Board.

6. Pursue the prompt collection of all revenues. Fees should be paid in full in advance. When possible, provisions should be made in grants and contracts for advance or concurrent payments.

7. Claim, collect and report revenue within the guidelines established by law and the revenue management policies set by the Board, and in accordance with the standards and procedures established by the Auditor and Controller.

Sunset Date

This policy will be reviewed for continuance by 12-31-26.

Previous Board Action

10-11-77 (8)

10-7-80 (5)

5-12-81 (88)

8-3-82 (26)

5-8-84 (7)

5-3-88 (52)

4-25-89 (34)

7-23-96 (11)

06-12-07 (14)

12-09-08 (33)

11-08-11 (24)

COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject	Policy Number	Page
	Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery	B-29

10-30-12 (18)
11-17-15 (26)
10-29-19 (26)

CAO Reference

1. Deputy Chief Administrative Officer/Chief Financial Officer
2. Auditor and Controller



COSD CLERK OF THE BOARD
2026 MAY 29 AM 11:15

HEALTH AND HUMAN SERVICES AGENCY

1600 PACIFIC HIGHWAY, ROOM 206, SAN DIEGO, CALIFORNIA 92101-2417
(619) 515-6555

ELIZABETH A. HERNANDEZ, Ph.D.
INTERIM DEPUTY CHIEF
ADMINISTRATIVE OFFICER

JENNIFER BRANSFORD-KOONS
INTERIM CHIEF
OPERATIONS OFFICER

May 8, 2026

TO: Andrew Potter, Executive Officer
Clerk of the Board of Supervisors

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

EXECUTION OF COMBATING ANTIMICROBIAL RESISTANT GONORRHEA AND OTHER STIs (CARGOS) REVENUE AGREEMENT WITH HELUNA HEALTH: CARGOS AGREEMENT NUMBER 6NU51CK000387-02-01

1. **Action Required:**
 - a. Requesting review and signature on Combating Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS) agreement number 6NU51CK000387-02-01 sponsored by the Centers for Disease Control, via California Department of Public Health and Heluna Health.
 - b. The CARGOS agreement awards \$15,000 to the Public Health Laboratory.
2. **Background and Expected Outcome:**
 - a. On November 12, 2025, the Public Health Laboratory was notified it was awarded \$15,000 to commence Combating Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS).
 - b. Term of Agreement: 8/1/2025 through 7/31/2026.
 - c. Fiscal Impact: Not a full cost recovery and capped at approved FY 25-26 fee schedule at medical rate. The unrecovered cost of \$51,888.59 will be funded by general purpose revenue.
 - d. This agreement supports the *Building Better Health* component of the County of San Diego Health and Human Services Agency *Live Well San Diego* vision by enhancing the County's ability to expand testing capacity for CARGOS.
3. **Reason for Requested Action:**
 - a. Clerk of the Board of Supervisors signature is required to execute the CARGOS Agreement number 6NU51CK000387-02-01.

If there are questions, or if additional information is required, please contact Kim Ung-Aquino by phone at (858) 505-6755 or by email at kimleng.ungaquino@sdcounty.ca.gov.

Respectfully,

Elizabeth A.
Hernandez, Ph.D.

Digitally signed by Elizabeth
A. Hernandez, Ph.D.
Date: 2026.05.26 10:56:59
-07'00'

ELIZABETH A. HERNANDEZ, Ph.D.
Interim Deputy Chief Administrative Officer
Health and Human Services Agency

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: Department:
Contract Begin Date: End Date: Grant:
*Oracle Award #: Org #: Amount:
Contact Person: Phone #:
Contracting Agency/Grantor:

Description:

- The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Digitally signed by Adrienne Yancey
Date: 2026.05.04 12:40:02 -07'00' Date:

Approved By:

Group Finance Director: Digitally signed by Charissa Japlit@sdcounty.ca.gov
Date: 2026.05.20 16:06:22 -07'00' Date:

County Counsel: Digitally signed by Katherine Hart
Date: 2026.03.06 11:33:14 -08'00' Date:

Chief Administrative Officer: Digitally signed by Elizabeth A. Hernandez, Ph.D.
Date: 2026.05.26 10:50:18 -07'00' Date:

Office of Financial Planning: Digitally signed by Toroshinia Kennedy@sdcounty.ca.gov
Date: 2026.05.28 13:53:26 -07'00' Date:

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFF USE ONLY
Init: OFF#:



WORK ORDER AGREEMENT

THIS AGREEMENT IS HEREBY MADE by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the Vendor (hereafter "Vendor") identified below and, sets forth the terms and conditions between Client and Vendor, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate the Vendor as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever.

I. IDENTIFIED PARTIES

CLIENT
Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Aaric Haley
AHaley@helunahealth.org
(562) 222-7807
Tax ID: 95-2557063

VENDOR
County of San Diego Health & Human Services Agency
5540 Overland Avenue, Suite 103
San Diego, CA 92123
ATTN: Jacqueline Dazo
Jacqueline.dazo@sdcounty.ca.gov
(858) 833-5585
Tax ID: 95-6000934

Program: ELC

Program No.: 0187.1913 / Grant Number 6 NU51CK000387-02-01 / ALN 93.323

II. TERM. Unless otherwise terminated or extended by written notice, Term of this Agreement shall commence on 8/1/2025 and term on 7/31/2026.

III. SERVICES AND COMPENSATION. Vendor shall perform services described below, and as described in Attachment A, Statement of Work ("SOW"). Services will take place at the below identified location(s):

Location #1: Various facilities in the County of San Diego

(a) **Services.** Vendor shall perform all services as stated in the agreed Invoice or Statement of Work, Attachment A. Vendor shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices, Vendor maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Vendor as a business operator. Without limiting the generality of the paragraph,

(b) **Payment.** HELUNA HEALTH agrees to compensate the Vendor on a **Cost-Reimbursable Contract**. See Attachment A "**Budget**" for line-item budget detail. Vendor shall be compensated only for Services actually performed and required as set forth above, all services in excess, will not be compensated. The compensation described is an all-inclusive amount. The total compensation payable to the Vendor hereunder shall be as set forth below:

- The compensation shall be \$ per hour
- The compensation shall consist of a fixed fee in the aggregate, not to exceed **\$15,000.00**.

All costs and expenses incurred by the Vendor for equipment, tools, losses, risks, materials, supplies, and travel are the responsibility of the Vendor and Vendor shall not be compensated or reimbursed by HELUNA HEALTH for any such costs and expenses. If for any reason Vendor receives any compensation in excess of the amount described above, Vendor shall repay said amount to HELUNA HEALTH within 10 days of demand for repayment.

(c) **Invoice.** Submission of invoices shall be submitted: **Monthly, No Later than 30 Days after month end.**

Payment for submitted invoices shall be paid no later than 30 days after reception of the invoice. Vendor shall submit invoices to the attention of the HELUNA HEALTH Contact Person set forth above. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Vendor waives (in HELUNA HEALTH's discretion) all rights to payment under such invoices. The Vendor shall be solely responsible for the payment of all federal, state, and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Vendor or its employees as a result of or in connection with the Services performed by Vendor hereunder.

IV. INSURANCE. Vendor shall maintain:

- General Liability** \$1,000,000
- Workers' Compensation**
- Automobile Liability**

V. AUTHORIZED SIGNERS. The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

Client Heluna Health	Date

	5/29/26
Vendor County of San Diego Health & Human Services Agency	Date

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By: Date: 5/29/26
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY
SUPERVISING DEPUTY COUNTY COUNSEL

1. **STATUS OF INDEPENDENT CONTRACTOR.** Nothing in Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. IC shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims.

VENDOR shall retain sole and absolute discretion and judgment in the manner and means of carrying out VENDOR's Services hereunder. IC is under the control of HELUNA HEALTH as to the results of VENDOR's Services only, and not as to the means by which such results are accomplished. VENDOR shall be responsible for completing the Services in a timely manner in accordance with this Agreement, but VENDOR will not be required to follow or establish a regular or daily work schedule.

HELUNA HEALTH shall not be liable for any obligations incurred by IC unless specifically authorized in writing by HELUNA HEALTH. VENDOR shall not act as an agent of HELUNA HEALTH, ostensibly or otherwise, nor bind HELUNA HEALTH in any manner, unless specifically authorized to do so in writing by HELUNA HEALTH.

Any advice given to VENDOR regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of VENDOR to assure its conformity with this Agreement.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Vendor or the employees of the Vendor. The vendor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

VENDOR understands that VENDOR is responsible to pay, according to law, VENDOR's income taxes. If VENDOR is not a corporation or other legal entity, VENDOR further understands that VENDOR may be liable for self-employment (social security) tax, to be paid by VENDOR according to law. VENDOR agrees to defend, indemnify, and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of VENDOR's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of VENDOR's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, VENDOR will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Vendor performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Vendor is engaged in Vendor's own independent business, Vendor is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Vendor or the employees of Vendor. All persons hired by Vendor to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Vendor unless specifically indicated otherwise in an agreement signed by all parties. The Vendor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of HELUNA HEALTH.

5. **EQUIPMENT AND SUPPLIES.** Vendor shall provide all necessary equipment, materials and supplies required by Vendor to perform the Services. Vendor will not rely on the equipment or offices of HELUNA HEALTH or the Program for completion of tasks and duties set forth pursuant to this Agreement.

6. **TERMINATION.** Without cause, either party may terminate this agreement giving 30 days prior written notice to the other of intent to terminate without cause. With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include: (A) material violation or breach of this agreement, (B) Any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage, or injury, (C) Cancellation or reduction of funding affecting the Program affecting the Services, and (D) termination for convenience of discretionary grants if no longer aligned with Funding Agency priorities or the national interest.

Upon the expiration or termination of this Agreement, Vendor shall immediately promptly return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all other Confidential Information of HELUNA HEALTH and all Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to Vendor until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any provisions of the main body of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the

provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** Vendor shall comply with all state and federal statutes and regulations applicable to Vendor, the Services, or the Program, in performing Vendor's obligations under this Agreement. Vendor represents and warrants that neither Vendor nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** If the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**") is applicable to the Services, Vendor shall execute and deliver HELUNA HEALTH's standard Business Associate Agreement as required by HIPAA.
9. **NON-DISCLOSURE.** HELUNA HEALTH and Vendor agree that during the course of this agreement, Vendor may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "**Confidential Information**") provided to or developed by HELUNA HEALTH and/or Vendor. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than HELUNA HEALTH and is the subject of reasonable efforts to maintain secrecy. Since Vendor may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford HELUNA HEALTH protection against its unauthorized use or its use in any manner detrimental to HELUNA HEALTH. Therefore, Vendor shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this agreement with HELUNA HEALTH or at any time thereafter, except as required in the course of his/her work with HELUNA HEALTH or except as otherwise provided in this Agreement or as required by law. Further, Vendor shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its Confidential Information.
10. **NON-SOLICITATION OF EMPLOYEES – RESERVED.**
11. **WORKS FOR HIRE – RESERVED.**
12. **INDEMNITY.** County agrees, during the term of this Agreement, to indemnify, defend and hold harmless HELUNA HEALTH against any claims or liability, loss, or expenses (including reasonable attorney's fees) for which County is responsible, which may arise as a result of County's acts or omissions in the performance of its obligations under this Agreement. County's obligation to defend is limited to the defense of HELUNA HEALTH concerning alleged acts and omissions of the County. HELUNA HEALTH shall be responsible to defend against any allegations with respect to HELUNA HEALTH's acts and omissions.
- HELUNA HEALTH agrees, during the term of this Agreement, to defend, indemnify and hold harmless County, against any and all claims or liability, loss or expenses (including reasonable attorney's fees) for which HELUNA HEALTH is responsible, which may arise as a result of HELUNA HEALTH's acts or omissions in the performance of its obligations under this Agreement, or which may otherwise arise in connection with the use and maintenance of any property, facility or equipment by or under the control of HELUNA HEALTH or the performance of any activities by or under the direction or control of HELUNA HEALTH in the performance of this Agreement. County shall be responsible to defend itself against any allegations with respect to County's acts and omissions.
13. **RECORD RETENTION AND ACCESS TO RECORDS.** Vendor shall grant to HELUNA HEALTH, the Program and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers, and records of Vendor relating to this Agreement or the Services for audit, examination, excerpt, and transcription. Vendor shall retain

all such records for seven (7) years (or longer if required under HELUNA HEALTH's record retention policy, by the Program or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records Retention-4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed, and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Vendor of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Vendor from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Vendor without the prior written approval and consent of HELUNA HEALTH.

ATTACHMENT A: Statement of Work (SOW), Budget, and Invoice

Statement of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The County of San Diego Health & Human Services Agency will continue enhanced gonorrhea specimen and data collection at the county STD clinics by collecting urethral specimens from male patients, rectal and pharyngeal specimens from male and female patients, and cervical specimens from female patients for the Combating Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS) project. The County will culture and ship positive specimens to the regional Antibiotic Resistance Lab Network (ARLN) laboratory for antibiotic susceptibility testing and will send any nucleic acid amplification test (NAAT)-negative/culture-positive pharyngeal specimens to the Centers for Disease Control and Prevention (CDC) RDSB/STAT laboratory. Behavioral data will be sent to both CDPH and CDC.

2. Service Location

The services shall be performed at applicable facilities in San Diego County.

3. Service Hours

The services shall be provided during Monday through Friday from 8:00 a.m. to 5:00 p.m. and sometimes may require evenings, weekends, and holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Lizzete Alvarado Telephone: (510) 231-7839 Fax: (916) 636-6041 E-mail: Lizzete.alvarado@cdph.ca.gov	Contractor Name Paul Temprendola Telephone: (619) 692-8500 E-mail: Paul.Temprendola@sdcounty.ca.gov
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B. Direct all inquiries to:

California Department of Public Health STD Control Branch Attention: Lizzete Alvarado 850 Marina Bay Parkway Building P, 2 nd Floor Richmond, CA 94804 Telephone: (510) 231-7839 Fax: (916) 636-6041 E-mail: Lizzete.alvarado@cdph.ca.gov	Contractor Name County of San Diego Health & Human Services Agency Attention: Jacqueline Dazo 5540 Overland Avenue San Diego, CA 92123 Telephone: (858) 833-5585 E-mail: jacqueline.dazo@sdcounty.ca.gov
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

Combating Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS)

Goal: Increase the ability of state and local jurisdictions to detect resistant *Neisseria gonorrhoeae* (GC) in their jurisdiction through enhanced surveillance and laboratory capacity.

Objective 1: Collect and culture urethral specimens from males with symptomatic gonococcal urethritis from San Diego County's main STD clinics to provide specimens for CARGOS antimicrobial susceptibility testing.

Key Activities

1. Continue to collect urethral specimens for GC culture from up to 25 symptomatic males seen at the STD clinics each month. Behavioral and clinical data will also be collected.
2. Process and perform either culture or nucleic acid amplification testing (NAAT) for GC on urethral specimens in the Public Health Laboratory, as appropriate.
3. Ship culture-positive specimens to the regional ARLN laboratory.
4. Send the additional clinical and behavioral data (see section 8A) for reporting to CDC and CDPH.

Objective 2: Collect and culture pharyngeal and rectal specimens from males and females reporting sexual exposure at these anatomic sites from San Diego County's STD clinics to provide specimens for CARGOS antimicrobial susceptibility testing.

Key Activities

1. Continue to collect and culture specimens from males and females reporting sexual exposure at rectal and pharyngeal sites seen at the STD clinics each month (up to 25 rectal and pharyngeal specimens total), focusing on those with relevant symptoms, known contacts to GC, and those with a positive GC NAAT at a rectal or pharyngeal site who are returning for treatment. Behavioral and clinical data will also be collected.
2. Process and perform either culture or NAAT for GC on pharyngeal and rectal specimens in the Public Health Laboratory, as appropriate.
3. Ship culture-positive specimens to the regional ARLN laboratory.
4. Send the additional clinical and behavioral data (see section 8A) for reporting to CDC and CDPH.

Objective 3: Collect and culture cervical/vaginal specimens from women receiving a pelvic exam at San Diego County's main STD clinic to provide specimens for CARGOS antimicrobial susceptibility testing.

Key Activities

1. Continue to collect and culture specimens from females receiving a pelvic exam at the STD clinics each month (up to 25 specimens), focusing on those with relevant symptoms, known contacts to GC, and those with a positive GC NAAT at a cervical/vaginal site who are returning for treatment. Behavioral and clinical data will also be collected.
2. Process and perform either culture or NAAT for GC on cervical specimens in the Public Health Laboratory, as appropriate.
3. Ship culture-positive specimens to the regional ARLN laboratory.
4. Send the additional clinical and behavioral data (see section 8A) for reporting to CDC and CDPH.

Objective 4: Identify non-pharyngeal potential *Neisseria meningitidis* specimens from CARGOS specimens cultured at San Diego County's Public Health Laboratory.

Key Activities

1. Adequately store specimens until GC cultures are complete.
2. Ship any NAAT-negative culture-positive non-pharyngeal specimens to the CDC RDSB/STAT laboratory.
3. Send de-identified demographic and clinical data elements (see section 8A) to CDC, including information on meningococcal vaccination status if available.

6. Timeline

Upon execution of contract, San Diego County will collect and process specimens as described in section 5 until funding is exhausted.

7. Allowable Informal Scope of Work Changes

- A. The Contractor or CDPH may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement and are mutually agreed upon by the Contractor and CDPH.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by Heluna Health.
- E. In implementing this provision, Heluna Health may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by Heluna Health, the Contractor may devise its own format for this purpose.

8. Required Reports, Data, and Meetings

A. Quarterly, Mid-Year, End-of-Year Reporting

End-of-year reports are required by the Contractor. Contractor shall provide CARGOS clinical and demographic data in variables following the CDC-provided template, if available, to CDPH and CDC monthly or as requested. The following is a concise list of the CARGOS clinical and demographic data elements collected:

- Patient ID
- CARGOS ID
- Anatomic site of isolate collection
- NAAT result
- Possible *N. meningitidis* status
- Meningococcal vaccination history
- Clinic code
- Clinic ID
- CARGOS ID
- Patient gender (including transgender status)
- Ethnicity
- Race
- Date of clinic visit
- Age
- Sex of sex partners
- Presence of symptoms
- Previous history of gonorrhea
- Number of previous confirmed episodes of gonorrhea in past year
- HIV status at time of clinic visit for gonorrhea (including results of HIV testing at the time of the clinic visit)

- Travel outside the United States during the previous 60 days
- History of giving or receiving drugs / money for sex in the previous 12 months
- Any antibiotic use during the previous 60 days
- History of injection drug use in the previous 12 months
- History of non-injection recreational drug use (excluding alcohol) in the previous 12 months
- Primary treatment for gonorrhea
- Secondary treatment for gonorrhea

B. Program Meetings and Training

The Contractor should designate at least one representative to attend CARGOC webinars held by the CDC.

Budget

Test	Quantity of Samples	Unit Price	Total Costs	Methodology Notes
GC Culture - Positive	107	6.65	\$ 711.55	Based on approved FY 25-26 Rate
GC Culture - Negative	90	14.99	\$ 1,349.10	Based on approved FY 25-26 Rate
Supplies	Varies	Varies	\$ 12,939.35	Based on Media expenditures costs
Total			\$ 15,000.00	

Total budget not to exceed \$15,000.

Invoice

Monthly, signed invoices must be submitted to both:

Carol Barrera
 ELC Program Manager
ELCInvoices@helunahealth.org

Lizzete Alvarado
 STD Control Branch
Lizzete.alvarado@cdph.ca.gov

Final invoices must be marked “**Final**” and have the statement: “***This final invoice represents that all deliverables have been met and delivered.***”

The final invoice must be received by August 30, 2026.



County of San Diego

SUSAN BRAZEAU
DIRECTOR

DEPARTMENT OF HUMAN RESOURCES
RISK MANAGEMENT
5530 OVERLAND AVENUE, SUITE 210, SAN DIEGO, CALIFORNIA 92123-1261
(858) 694-3800 / FAX (858) 694-3834

June 4, 2025

Heluna Health
13300 Crossroads Parkway North Suite 450
City of Industry CA 91746

STATEMENT OF COVERAGE FOR INSURANCE

It is hereby certified that the County of San Diego is self-insured for Commercial General Liability, Commercial Auto Liability, Professional Liability, Pollution Liability and Workers' Compensation. Claims are processed and administered in accordance with the California Government Code, California Vehicle Code and California Labor Code.

This Statement is issued at the request of the person or organization named below as a matter of information only and confers no rights upon the holder of this Statement. This Statement does not amend, extend or alter the self-insured program of the County of San Diego.

Heluna Health

This Statement of Coverage is issued in regards to the following:

County of San Diego Health & Human Services Agency work order agreement with Heluna Health for Commence Combatting Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS) specimen and date collection at applicable facilities in San Diego County

If you have any further questions or need additional information regarding the above Statement of Coverage, please contact me at (858) 694-3874.

This Statement is not valid unless signed by an authorized representative of the County of San Diego.

Mindy Ard

Mindy Ard
Human Resources Analyst
County of San Diego

June 4, 2025
Date



County of San Diego Revenue Fact Sheet

O.F.P. Use Only
Date Rec'd

ACCOUNT NUMBER ASSIGNED: 458BI

1. Department ORG: # A5940 Department Name: HHSА-PHS-EISB-LAB
Contact Person: Kim Ung-Aquino Phone: 858-505-6755
Low Org: # 45075 (optional)

2. Requested Revenue Account Title: FED HHS 93.323 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECT

3. Anticipated Annual Revenue: \$ 15,000

4. Revenue will be Budgeted Beginning with: F.Y. 25/26

5. A. Source of Revenue: Federal Federal ARRA* Stimulus State
 Public Agency Individual Other

* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain:

B. Authority: Admin Code Article VIII, Section 123: Under \$250,000

C. Form of Revenue: Grant Subvention Fee License Contract Other
If Fee or License, indicate amount: \$ _____

Please Explain:

D. Service Provided:

E. Means of Projecting for Budget (formula used): Cost Reimbursement for supplies.

F. How is the Revenue Received: Reimbursements Advances Other

Please Explain:

G. When is the Revenue Received: Annually Quarterly Monthly Daily Other

Please Explain:

6. Cost Recovery: Full Recovery A-87 Other

Please Explain:

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: **Jacqueline Dazo**
Digitally signed by Jacqueline Dazo
Date: 2026.03.03 15:28:16 -08'00'

Date: Mar 3, 2026

B-29 Costs

Staffing	
Salaries	-
Benefit FY 25/26 @ 68.76%	-
TOTAL S&B	-

Services and Supplies	
Office supplies	-
Telecom	-
IT	-
Contract Costs	-
Travel	-
Contract ISF	-
Rent	-
Utilities	-
Lab Supplies 52254	66,888.59
TOTAL S&S	66,888.59

TOTAL DIRECT COSTS	66,888.59
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INDIRECT COSTS	
Internal Indirects	-
External Indirects	-
TOTAL INDIRECTS	-

PROGRAM INDIRECT RATES*	
Internal Rate	28.00%
External Rate	8.70%

TOTAL COSTS (B20+B26)	66,888.59
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REVENUE	
Direct Revenue Allowed	15,000.00
Indirect Revenue Allowed	-
TOTAL REVENUE	15,000.00

Unrecovered Direct Cost	51,888.59
Unrecovered Indirect Cost	-
Total B-29 Costs	51,888.59

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates

Laboratory Test Cost Worksheet

	A	B	Fill in grey shaded areas	D	E
1	Name of test:	A4 GC Culture (Negative)			
2	Date prepared:	10/17/2023	Tests per Year		
3	Cost analysis performed by:	Dom/Paul			
4	No. of patient specimens per typical batch	2			
5	No. of controls, standards, blanks per batch	0			
6	Sum of total tests done per typical batch	2	109		
7	Labor costs for average size batch:				
9	Employee benefit cost	0.00%			
10	Overhead cost	0.00%			
11	Job Class	Salary/minute	minutes/batch	Labor cost	Comments
12	Administrative Analyst II (2303)	\$1.56		\$0.00	
13	Administrative Analyst III (2302)	\$1.77		\$0.00	
14	Administrative Secretary II (2757)	\$1.04		\$0.00	
15	Junior Public Health Microbiologist (4320)	\$1.23		\$0.00	
16	Laboratory Assistant (4330)	\$0.81	7	\$5.67	
17	Office Assistant (2700)	\$0.71		\$0.00	
18	Public Health Lab Director (2267)	\$3.68		\$0.00	
19	Public Health Lab Director Asst (4301)	\$2.62		\$0.00	
20	Public Health Microbiologist (4346)	\$1.47	13	\$19.11	
21	Senior Laboratory Assistant (4351)	\$0.92		\$0.00	
22	Senior PH Microbiologist (4353)	\$1.64	10	\$16.40	
23	Supervising PH Microbiologist (4348)	\$1.91		\$0.00	
24	Epidemiologist II (4173)	\$1.60		\$0.00	
25	Subtotal of analytical labor cost		30	\$41.18	
26	Subtotal of pre-analytical labor cost				
27	Summary of labor costs:	Subtotal of labor:	\$41.18		
28		Benefits:	\$ -		
29		Overhead	\$ -		
30		Total labor:	\$ 41.18		
31	Supply costs for average size batch:				
33	Item	Quantity per batch	Unit Cost	Extended Cost	Ext. cost +10% tax + shipping
34					
35	BAC INOC Loops Flex 10uL/VWR/30002-166	2	166.48	\$0.33	\$0.37
36	MED MTM II Agar Plates/VWR/10324-496	2	16.04	\$3.21	\$3.53
37	BAC Oxidase Droppers/VWR/90003-658	0.5	114.75	\$1.15	\$1.26
38	GEN Gloves, Kimberly MD/Fisher/19-048-133	10	288.63	\$1.44	\$1.59
39	GEN FILT PAP Grd 1 125 mm/VWR/28450-128	0.25	17.67	\$0.04	\$0.05
70	Total supply costs:				\$6.80
71	Services costs for average size batch				
73	Service (e.g maintenance contract, staff PM	cost of service per FY	Tests per FY	Service cost	
74	prof. testing, mileage, etc)	(if applicable)	(if applicable)	per test	
75					
77					
78					
79	Total services cost per test:			\$ -	
80	Cost per patient test				
81	Name of test	A4 GC Culture (Negative)			
82	Unit cost per test:				
83	No. of tests per typical batch	2			
84	Labor cost per batch	\$ 41.18			
85	Supply cost per batch	\$ 6.80			
86	Services & Supplies Ratio	\$ 10.72		26.04%	
87	Overhead Rate	\$ 13.71		33.30%	
88	Sum of labor and supply costs per batch	\$ 72.41			
89	Labor and supply costs per test	\$ 36.21			
90	Services costs per test (entered on Row 78; Servic	\$ -			
91	Total gross cost per test (incl. controls, etc)	\$ 36.21			
92	Misc (adjustment to tie out to ABO, usually by .01)				
93	Cost per patient test			\$ 36.21	
94		Medi-Cal	\$	6.65	

Laboratory Test Cost Worksheet

	A	B Fill in grey shaded areas	D	E
1	Name of test:	AS GC Culture (Positive)		
2	Date prepared:	9/16/2024	Tests per Year	
3	Cost analysis performed by:	Paul/Usa		
4	No. of patient specimens per typical batch	1		
5	No. of controls, standards, blanks per batch	0		
6	Sum of total tests done per typical batch	1	48	
7				
8	Labor costs for average size batch:			
9	Employee benefit cost	0.00%		
10	Overhead cost	0.00%		
11	Job Class	Salary/minute	minutes/batch	Labor cost
12	Administrative Analyst II (2303)	\$1.56		\$0.00
13	Administrative Analyst III (2302)	\$1.77		\$0.00
14	Administrative Secretary II (2757)	\$1.04		\$0.00
15	Junior Public Health Microbiologist (4320)	\$1.23		\$0.00
16	Laboratory Assistant (4330)	\$0.81	5	\$4.05
17	Office Assistant (2700)	\$0.71		\$0.00
18	Public Health Lab Director (2267)	\$3.68		\$0.00
19	Public Health Lab Director Asst (4301)	\$2.62		\$0.00
20	Public Health Microbiologist (4346)	\$1.47	167	\$245.49
21	Senior Laboratory Assistant (4351)	\$0.92		\$0.00
22	Senior PH Microbiologist (4353)	\$1.64	10	\$16.40
23	Supervising PH Microbiologist (4348)	\$1.91		\$0.00
24	Epidemiologist II (4173)	\$1.60		\$0.00
25	Subtotal of analytical labor cost		182	\$265.94
26	Subtotal of pre-analytical labor cost			
27	Summary of labor costs:	Subtotal of labor:	\$265.94	
28		Benefits:	\$ -	
29		Overhead	\$ -	
30		Total labor:	\$ 265.94	
31				
32	Supply costs for average size batch:			
33	Item	Quantity per batch	Unit Cost	Extended Cost
34				Ext. cost +10% tax + shipping
35	MED CHOC Agar Plates *10/VWR/89501-516	2	103.86	\$2.08
36	TB Slides, 1 Ring 15mm /Sci Dev/035-0115-BLACK	0	64.01	\$0.00
37	WAT INOC Loops Rigid 10uL/VWR/30002-106	0	120.89	\$0.00
38	MED MTM II Agar Plates/VWR/10324-496	2	16.04	\$3.21
39	BAC Oxidase Droppers/VWR/90003-658	0.5	114.75	\$1.15
40	GEN ApplCOTip Ste 6in *10/VWR/10805-156	0	96.21	\$0.00
41	MED TSB, 15% GLYC 2mL/VWR/10789-404	2	242.75	\$4.86
42	BAC Gram Stain Kit/VWR/10143-178	24	672.28	\$17.02
43	BAC Gram Stain Kit/VWR/10143-172	0	296.52	\$0.00
44	GEN Lens Tissues 4X6/VWR/52846-001	3	13.10	\$0.07
45	GEN Bilbulous Paper Book/VWR/28511-007	2	21.14	\$0.07
46	GEN Gloves, Kimberly MD/Fisher/19-048-133	10	288.63	\$1.44
47	GEN IMRS Oil Lo VISC 4oz/VWR/48218-081	0.2	23.81	\$0.04
48	BAC INOC Loops Flex 10uL/VWR/30002-166	2	166.48	\$0.33
49	BAC Slide 6-Wells Printed/Fisher/50-292-19	1	120.52	\$1.67
50	MALDIApplicator Stick *10/Fisher/14-959-114	7	228.15	\$0.15
51	MALDI Matrix, US IVD HCCA/Bruker/8604531	6	414	\$0.99
52	MALDI Ethanol 200 Prf 1L/Millipore Sigma/459836-1L	15	0	\$0.00
53	MALDI Water UHPLC-MS 1L/Millipore Sigma/900682-1L	10	85.7	\$0.86
54	MALDI BTS, US IVD, 50µL/Bruker/8604530	2	737	\$29.48
55	MALDI TFA Acid 25mL/Millipore Sigma/T6508-25ml	0.08	42.5	\$0.14
56	MALDI MiTubes CNCL 0.5mL/Fisher/NC9740366	1	72.56	\$0.15
57	MALDI STD Solvent 100mL/Millipore Sigma/900666-100m	8	128	\$0.01
58	GEN EPP Tip Biopur 20uL/VWR/47745-072	5	77.88	\$0.81
59	GEN FILT PAP Grd 1 125 mm/VWR/28450-128	0.25	17.67	\$0.04
60	GEN ApplCOTip Ste 6in *10/VWR/10805-156	4	96.21	\$1.92
61	AST Azithromycin, AZ M100/BioMerieux/423790	4	339.89	\$13.60
62	AST Cefixime, IX M100/BioMerieux/423982	4	339.9	\$13.60
63	AST Ceftriaxone, 32TXL M1/BioMerieux/423782	4	339.89	\$13.60
64	MED Chocolate II Agar,100/VWR/90006-202	4	141.5	\$5.66
65	MED GC Medium Base, 500G/Fisher/DF0289-17-3	12	170.5	\$4.09
66	MED IsoVitalXEnrichment./Fisher/B11876	3.5	239.63	\$16.77
67	GEN DSF Wipes CaviWips*12/McKesson/826199	10	152.33	\$9.52
68	MED Mueller Hinton Broth /VWR/10324-388	5	41.75	\$10.44
69	BAC Turb Std McFarland ST/Fisher/R20421	1	324.08	\$1.62
70	Total supply costs:			\$170.92
71				
72	Supplies costs for average size batch:			

Laboratory Test Cost Worksheet

	A	B	D	E
73	Service (e.g maintenance contract, staff PM	cost of service per FY	Tests per FY	Service cost
74	prof. testing, mileage, etc)	(if applicable)	(if applicable)	per test
75				
77				
78				
79	Total services cost per test:			\$ -
80				
81	Name of test	A5 GC Culture (Positive)		
82	Unit cost per test:			
83	No. of tests per typical batch	1.00		
84	Labor cost per batch	\$ 265.94		
85	Supply cost per batch	\$ 170.92		
86	Services & Supplies Ratio	\$ 69.25		26.04%
87	Overhead Rate	\$ 88.56		33.30%
88	Sum of labor and supply costs per batch	\$ 594.67		
89	Labor and supply costs per test	\$ 594.67		
90	Services costs per test (entered on Row 78; Service cost	\$ -		
91	Total gross cost per test (incl. controls, etc)	\$ 594.67		
92	Misc (adjustment to tie out to ABO, usually by .01)			
93	Cost per patient test			\$ 594.67
94		Medi-Cal	\$	14.99

Spend Plan Budget Support

Test	Qty of Samples	Unit Price	Total Costs	Methodology Notes
GC Culture - Positive	107	6.65	\$ 711.55	Based on approved FY 25-26 Rate
GC Culture - Negative	90	14.99	\$ 1,349.10	Based on approved FY 25-26 Rate
Supplies	Varies	Varies	\$ 12,939.35	Based on Media expenditures costs.
			\$ 15,000.00	

\$ 15,000.00 Total Agreement

Award

\$ - Balance checker

	Comment
	Qty Samples were from #s we used from FY 24-25 GC Culture Positive
	Qty Samples were from #s we used from FY 24-25 GC Culture Negative
	Projected supplies costs based on historical media expenses with budget allowance.



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

May 18, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with California Department of Corrections and Rehabilitation – Division of Adult Parole Operations to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$135,357.60 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Contact her at (858) 495-5232 or via email if you have any questions or concerns.


Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date:	05/18/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	135,357.60
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	California Department of Corrections and Rehabilitation – Division of Adult Parole				
Description:	RCS Customer Agreement to provide radio access for up to 140 radios at \$80.57 per radio per month.				

- The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: David H. Brooks Date: 05/18/2026

Approved By:

Group Finance Director:	<u>Karinia Lalwan</u>	Date:	<u>5/27/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>5/28/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>5/27/26</u>
Office of Financial Planning:	<u>[Signature]</u>	Date:	<u>6/1/2026</u>

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <u>TK</u>	OFP#: <u>26-112</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: May 18, 2026
---------------------------------------	---	-----------------------

Subject:

RCS Customer Agreement for California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DA/B</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

May 18, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for California Department of Corrections and Rehabilitation – Division of Adult Parole Operations to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$135,357.60 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for California Department of Corrections and
Rehabilitation – Division of Adult Parole Operations
Letter to the Clerk of the Board

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **California Department of Corrections and Rehabilitation – Division of Adult Parole Operations** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 140 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. **Payment of Fees:**

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. **Non-Payment Procedure:**

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. **Cost of Connection to RCS:**

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. **Network Access Priority:**

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. **Indemnity/License/Right:**

Notwithstanding any other provision of this Agreement, the indemnification obligations in CUSTOMER'S Standard Agreement STD 213 Exhibit C do not apply to the COUNTY, and any license or right of CUSTOMER related to the RCS system will expire upon termination of this Agreement.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Anthony Quintana
Parole Agent III
Division of Adult Parole Operations
9838 Old Placerville Road
Sacramento, CA 95827

Tel No: (209) 327-6419
Email: Anthony.Quintana@cdcr.ca.gov

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 2/18/2026

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 6/4/26

Approved as to form and legality:
Office of the County Counsel

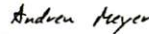


Mark Day, Senior Deputy

Date: 5/28/26

APPROVAL:
California Department of Corrections and
Rehabilitation – Division of Adult Parole
Operations

DocuSigned by:



B3DE4D87B6CA4E4...

Signature

Andrew Meyer

Print Name

CDRA (A)

Title

Date: 5/15/2026

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By: 
Deputy Clerk of the Board Supervisors

Date: 6/4/26

END OF AGREEMENT



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

May 18, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer


REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with California Department of Corrections and Rehabilitation – Office of Correctional Safety to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Contact her at (858) 495-5232 or via email if you have any questions or concerns.



Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for California Department of Corrections and Rehabilitation – Office of Correctional Safety

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
 (Per County Admin. Code Section 123 & Board Policy B-29)

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

- The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFF USE ONLY
 Init: OFF#:



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: May 18, 2026
---------------------------------------	---	-----------------------

Subject:

RCS Customer Agreement for California Department of Corrections and Rehabilitation – Office of Correctional Safety

To:	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

May 18, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for California Department of Corrections and Rehabilitation – Office of Correctional Safety to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

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This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for California Department of Corrections and
Rehabilitation – Office of Correctional Safety
Letter to the Clerk of the Board

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **California Department of Corrections and Rehabilitation – Office of Correctional Safety** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Office of Correctional Safety

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Office of Correctional Safety

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 30 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Office of Correctional Safety

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Office of Correctional Safety

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. **Indemnity/License/Right:**

Notwithstanding any other provision of this Agreement, the indemnification obligations in CUSTOMER'S Standard Agreement STD 213 Exhibit C do not apply to the COUNTY, and any license or right of CUSTOMER related to the RCS system will expire upon termination of this Agreement.

Regional Communications System
Customer Agreement
California Department of Corrections and Rehabilitation – Office of Correctional Safety

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Chuck Luzader
Information Technology Supervisor II
California Department of Corrections and
Rehabilitation

Tel No: (916) 594-1328

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 2/18/2026

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 6/4/26

Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 5/28/26

APPROVAL:
California Department of Corrections and
Rehabilitation – Office of Correctional
Safety

DocuSigned by:
Charles Luzader
B3620636BAAE46F...
Signature

Charles Luzader
Print Name

IT Supervisor II
Title

Date: 5/15/2026

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Mark Day Date: 6/4/26
Deputy Clerk of the Board Supervisors

END OF AGREEMENT



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

May 5, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Grossmont-Cuyamaca Community College District to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Contact her at (858) 495-5232 or via email if you have any questions or concerns.



Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Grossmont-Cuyamaca Community College District

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date:	05/05/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	48,342.00
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Grossmont-Cuyamaca Community College District				
Description:	RCS Customer Agreement to provide radio access for up to 50 radios at \$80.57 per radio per month.				

The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

The Department will not recover full costs.

Department Approval: David Brooks Date: 05/05/2026

Approved By:

Group Finance Director:	<u>Karin Alvar</u>	Date:	<u>5/20/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>5/28/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>5/26/26</u>
Office of Financial Planning:	<u>[Signature]</u>	Date:	<u>5/29/2026</u>

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <u>TK</u>	OFP#: <u>26-109</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: May 5, 2026
---------------------------------------	---	----------------------

Subject:

RCS Customer Agreement for Grossmont-Cuyamaca Community College District

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>gp</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DBB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

May 5, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Grossmont-Cuyamaca Community College District to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David Brooks
David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Grossmont-Cuyamaca Community College District
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Grossmont-Cuyamaca Community College District** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

Regional Communications System
Customer Agreement
Grossmont-Cuyamaca Community College District

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

Regional Communications System
Customer Agreement
Grossmont-Cuyamaca Community College District

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 50 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

Regional Communications System
Customer Agreement
Grossmont-Cuyamaca Community College District

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

Regional Communications System
Customer Agreement
Grossmont-Cuyamaca Community College District

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. **Defense and Indemnity:**

1. Claims Arising from Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

Regional Communications System
Customer Agreement
Grossmont-Cuyamaca Community College District

2. Claims Arising from Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Regional Communications System
Customer Agreement
Grossmont-Cuyamaca Community College District

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Nicole Conklin
Grossmont-Cuyamaca
Community College District
8800 Grossmont College Drive
El Cajon, CA 92020-1799

Tel No:
Email: nicole.conklin@gcccd.edu

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

APPROVAL:
Grossmont-Cuyamaca Community
College District

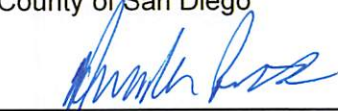
DocuSigned by:

Signature

Date: _____

Katie Loftus-Rapp
Print Name

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Sr. Director Purchasing & Contracts
Title


Date: April 23, 2026

Date: 6/4/26

Approved as to form and legality:
Office of the County Counsel


Mark Day, Senior Deputy

Date: 5/28/26

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 6/4/26
Deputy Clerk of the Board Supervisors

END OF AGREEMENT



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

May 5, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Imperial Irrigation District to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$43,507.80 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Contact her at (858) 495-5232 or via email if you have any questions or concerns.



Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Imperial Irrigation District

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date:	05/05/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	43,507.50
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Imperial Irrigation District				
Description:	RCS Customer Agreement to provide radio access for up to 45 radios at \$80.57 per radio per month.				

- The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: David Brooks Date: 05/05/2026

Approved By:

Group Finance Director:	<u>Karen Galun</u>	Date:	5/20/26
County Counsel:	<u>Mark Day</u>	Date:	5/28/26
Chief Administrative Officer:	<u>[Signature]</u>	Date:	5/26/26
Office of Financial Planning:	<u>[Signature]</u>	Date:	5/29/2026

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <u>TK</u>	OFP#: <u>26-110</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: May 5, 2026
---------------------------------------	---	----------------------

Subject:

RCS Customer Agreement for Imperial Irrigation District

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

May 5, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Imperial Irrigation District to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$43,507.80 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David Brooks
David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Imperial Irrigation District
Letter to the Clerk of the Board

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and Imperial Irrigation District referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Recitals:**

The Recitals identified above are incorporated to this Agreement.

2. **System Operation:**

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. **Governance:**

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. **Authorized Uses:**

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. **Prohibition from Selling RCS Service:**

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. **Confidentiality of Radio Programming:**

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. **Radios:**

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 45 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. **Defense and Indemnity:**

1. Claims Arising from Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Regional Communications System
Customer Agreement
Imperial Irrigation District

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Jose Jesus Serrano
Regulatory & Emergency Planning
Coordinator II
Imperial Irrigation District
333 E Barioni Blvd
Imperial, CA 92251

Tel No: (760) 482-3675
Email: jjsserrano@IID.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 4/27/2026

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 6/9/26

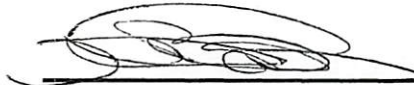
Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 5/28/26

APPROVAL:
Imperial Irrigation District



Signature

Sabrina Barber

Print Name

Manager, Distribution Services &
Maintenance Operations

Title

Date: 03/12/2026

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By:  Date: 6/9/26
Deputy Clerk of the Board Supervisors

END OF AGREEMENT



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

May 6, 2026

TO:	Andrew Potter Clerk of the Board of Supervisors	A-45
FROM:	Andrew Strong Deputy Chief Administrative Officer	A-65

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Sweetwater Authority to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$19,336.80.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Contact her at (858) 495-5232 or via email if you have any questions or concerns.

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFF Form)
RCS Customer Agreement for Sweetwater Authority

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
 (Per County Admin. Code Section 123 & Board Policy B-29)

Date:	05/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	19,336.80
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Sweetwater Authority				
Description:	RCS Customer Agreement to provide radio access for up to 20 radios at \$80.57 per radio per month.				

The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

The Department will not recover full costs.

Department Approval: David Brooks Date: 05/06/2026

Approved By:

Group Finance Director:	<u>Karin Alvar</u>	Date:	5/20/26
County Counsel:	<u>Mark Day</u>	Date:	5/28/26
Chief Administrative Officer:	<u>[Signature]</u>	Date:	5/26/26
Office of Financial Planning:	<u>[Signature]</u>	Date:	6/1/2026

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <u>TK</u>	OFP#: 26-111



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: May 6, 2026
---------------------------------------	---	----------------------

Subject:

RCS Customer Agreement for Sweetwater Authority

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

May 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Sweetwater Authority to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$19,336.80 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

Keeping the Peace Since 1850

Post Office Box 939062 • San Diego, California 92193-9062

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Sweetwater Authority
Letter to the Clerk of the Board

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Sweetwater Authority** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 20 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. **Defense and Indemnity:**

1. Claims Arising from Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Regional Communications System
Customer Agreement
Sweetwater Authority

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Randall Roberts
Program Specialist
Sweetwater Authority
Operations 744 "F" Street
Chula Vista, CA 91910

Email: droberts@sweetwater.org

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 5/6/2026

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 6/4/26

Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 5/28/26

APPROVAL:
Sweetwater Authority



Signature

Xochitl Aranda, P.E.

Print Name

Director of Engineering and Operations

Title

Date: 4/29/26

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 6/4/26
Deputy Clerk of the Board Supervisors

END OF AGREEMENT



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

May 5, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

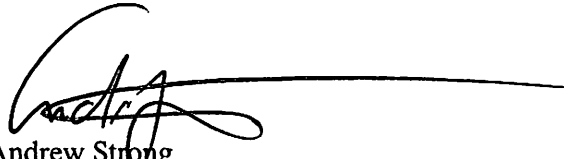
REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with U.S. Department of Interior Bureau of Land Management to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$87,015.60 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Contact her at (858) 495-5232 or via email if you have any questions or concerns.


Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for U.S. Department of Interior Bureau of Land Management

**Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date:	05/05/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	87,015.60
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	U.S. Department of Interior Bureau of Land Management				
Description:	RCS Customer Agreement to provide radio access for up to 90 radios at \$80.57 per radio per month.				

- The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: David Brooks Date: 05/05/2026

Approved By:

Group Finance Director:	<u>Karina Halvor</u>	Date:	5/20/26
County Counsel:	<u>Mark Day</u>	Date:	5/28/26
Chief Administrative Officer:	<u>[Signature]</u>	Date:	5/26/26
Office of Financial Planning:	<u>[Signature]</u>	Date:	5/29/2026

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <u>TK</u>	OFP#: <u>26-108</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: May 5, 2026
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Subject:

RCS Customer Agreement for U.S. Department of Interior Bureau of Land Management

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DAB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>ALSTR</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

May 5, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for U.S. Department of Interior Bureau of Land Management to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$87,015.60 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for U.S. Department of Interior Bureau of Land
Management
Letter to the Clerk of the Board

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **U.S. Department of Interior Bureau of Land Management** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 90 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

20. Coverage:

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. Term of Agreement:

The Agreement will expire on June 30, 2031.

22. Agreement Modification; Entire Agreement:

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. Termination of Agreement:

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. Grievance Procedure:

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheiff.org

Point of Contact Customer:

Pamela Newsome
U.S. Department of Interior
Bureau of Land Management
2800 Cottage Way, W1612
Sacramento, CA 95825

Tel No: (916) 978-4452
Email: pnewsome@blm.gov

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Graham Mitchell, City Manager
RCS BOD Chair

APPROVAL:
U.S. Department of Interior Bureau of
Land Management

BRANDEN BAYZE

Digitally signed by BRANDEN
BAYZE
Date: 2026.04.09 07:35:13 -07'00'

Signature

Date: _____

APPROVAL:
County of San Diego

Andrew Potter
Clerk of the Board of Supervisors

Date: 6/4/26

Print Name _____

Contracting Officer

Title _____

Date: _____

Approved as to form and legality:
Office of the County Counsel

Mark Day, Senior Deputy

Date: 5/28/26

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Date: 6/4/26
Deputy Clerk of the Board Supervisors

END OF AGREEMENT



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 27, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN THE UNIVERSITY OF CALIFORNIA SAN DIEGO AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the University of California San Diego and the County of San Diego, Sheriff's Office, for the UCSD Sun God Festival on May 2, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$12,093.84. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Elizabeth Niizbek Kyzy
Elizabeth.NiizbekKyzy@sdsheriff.gov
Mail Stop: O-41

If you have any questions regarding this request, please contact Elizabeth Niizbek Kyzy the Administrative Analyst at (858) 583-0345.

Andrew Strong
Deputy Chief Administrative Officer

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

- The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

- Attachments:**
- Letter to the CAO/DCAO/Agency Director
 - Letter to the Clerk of the Board of Supervisors
 - Revenue or Grant Agreement

OFF USE ONLY

Init: OFF#:



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From: Elizabeth Niazbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: 05/27/26
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Subject:
Reimbursable Services Agreement - University of California San Diego, UCSD Sun God Festival on 05/02/26 - \$12,093.84.

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <i>Rina Molina</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Karina Galvan, Assistant Group Finance Director, <i>KG</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Andrew Strong, Deputy Chief Administrative Office <i>AS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Mark Day, Supv. Deputy County Counsel <i>M.D.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Andrew Potter, Clerk of the Board <i>AP</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

Please email signed copy to Elizabeth.NiazbekKyzy@sdsheriff.gov and return one (1) signed copy of the agreement to Elizabeth Niazbek Kyzy, Contracts Division, Mail Stop: 041

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 27, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN THE UNIVERSITY OF CALIFORNIA SAN DIEGO AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the University of California San Diego to provide law enforcement security services for the UCSD Sun God Festival on May 2, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$12,093.84. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the contract for signatures.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

for *Rina Molina*

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE UNIVERSITY OF CALIFORNIA SAN DIEGO, THE COUNTY OF SAN DIEGO,
AND
THE SAN DIEGO COUNTY SHERIFF RSA #70**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 27th day of May 2026 by and between the UNIVERSITY OF CALIFORNIA SAN DIEGO (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the UCSD Sun God Festival.
2. The term of this Agreement shall commence on May 2, 2026 at 1000, and shall continue in effect through and terminate after May 2, 2026 at 2200.
3. COUNTY Coordinator of this Agreement shall be Sergeant Jarett Moyette, (951) 961-7627.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

- 10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

- 10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'). from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action

or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

UC San Diego Police Department
UCSD Sun God Festival
C/O: Lt. Scott Gustafson
9500 Gilman Drive, MC 0017
La Jolla, CA 92093-0017
(858) 822-0355
sgustafson@ucsd.edu

To SHERIFF:

Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.
14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

SCOTT GUSTAFSON
UC SAN DIEGO POLICE DEPARTMENT

Rina Molina Principal Accountant
Signature Title/Rank

[Signature] UT.
Signature Title/Rank

Rina Molina
Print Name

SCOTT GUSTAFSON
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

[Signature]
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: [Signature] Date: 6/4/26
Deputy Clerk of the Board Supervisors

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
UCSD Sun God Festival					
5/2/2026					
Deputy	5	12.0		\$ 157.36	\$ 9,441.60
Sergeant	1	12.0		\$ 221.02	\$ 2,652.24
				Sub-Total	\$ 12,093.84
				TOTAL	\$ 12,093.84
				TOTAL ESTIMATED COSTS	\$ 12,093.84