

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT # 524597 AMENDMENT # 20**

Persimmony International, Inc. (“Contractor”) and the First 5 Commission of San Diego (“Commission”) enter into this amendment (“Amendment”) to amend the above-referenced contract (“Contract”) as described herein.

Title of Contract, Project, or Program: **Contract Management Evaluation Data System (CMEDS)**

Amendment Effective Date: **The Date signed by the Executive Director of First 5 San Diego**

1. Contract Terms and Work:

Changes (excluding corrected typographical, punctuation and spelling errors) are marked by ***bold italicized*** type and/or a vertical line to the right.

- Revise Signature Page: Replace COR from Nancy Page to Alicia Castro

2. Compensation:

Total Agreement Price remains at **\$5,930,741**.

Persimmony International CMEDS 524597	Contract Terms	Current Contract Amt.	Amendment Amount	Total
Initial Term	05/01/08 – 06/30/26	\$4,841,182		\$3,761,102
First Option Period	07/01/26 - 06/30/27	\$263,770		\$263,770
Second Option Period	07/01/27 - 06/30/28	\$269,403		\$269,403
Third Option Period	07/01/28 - 06/30/29	\$275,205		\$275,205
Fourth Option Period	07/01/29 - 06/30/30	\$281,181		\$281,181
Cumulative Contract Amount		\$5,930,741		\$5,930,741

3. Term of Agreement:

The Agreement time for completion remains **June 30, 2030**.

All other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, Commission and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the changes proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified. Agreement term, report dates, and deliverables are adjusted as amended.

CONTRACTOR:

COUNTY OF SAN DIEGO:

By: James Greaves
James Greaves (Jun 9, 2026 14:30:21 CDT)
Name: James Greaves
Title: CEO
Dept. CEO
Date: Jun 9, 2026

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

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAG4PnAmtYHHI7eWwoeJ0DWkT4IZTnsSgq

APPROVED:

ALETHEA ARGUILEZ, Executive Director
First 5 San Diego

By: 

Name: Alethea Arguilez
Title: Executive Director
Email: Alethea.Arguilez@sdcounty.ca.gov
Date: Jun 9, 2026

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the First 5 Commission of San Diego, a public agency, which was established by the Board of Supervisors in County Administrative Code Section 84.100 et seq., pursuant to the Children and Families First Act of 1998 ("Commission") and Persimmony International, Inc. at 18022 Cowan, Suite 103, Irvine, CA 92614 ("Contractor"), with reference to the following facts:

RECITALS

- A. The Commission, by action November 5, 2007 (Item 14) authorized its Executive Director to fund a total of up to \$895,370 for the implementation of Contract Management Evaluation Data System (CMEDS) over 4 years (to 6/30/2011).
- B. The Commission, by action November 3, 2008 (Item 8) authorized its Executive Director to add \$227,851, for FY 2009–10, to this project-length contract that implements an integrated data management system that measures outcomes, promotes accountability and supports a strategic approach to planning and investing the commission's resources.
- C. The Commission, by action November 3, 2008 (Item 8) authorized its Executive Director to add up to \$285,000.00 for FY 2010-11, to this multi-year/project-length contract.
- D. The Commission, by action on June 3, 2009 (Item 4) authorized its Executive Director to add an extra \$34,380 to the CMEDS Database Provider FY 2009-10 budget.
- E. The Commission, by action on December 13, 2010 (Item 3) authorized its Executive Director to extend the contract for one year with two option years (up to FY 2013-14) and to add up to \$277,584.00 for FY 2011-12, up to \$277,584.00 for FY 2012-13, and up to \$277,584.00 for FY 2013-14, to this project length budget contract.
- F. The Commission, by action on June 13, 2011 (Item 3) authorized its Executive Director to extend the contract for one year with two option years (up to FY 2013-14) and to add up to \$267,770.00 for FY 2011-12, up to \$265,770.00 for FY 2012-13, and up to \$245,770.00 for FY 2013-14. Each amount will come from that year's approved budget as a project length budget. This action supersedes above action in item E.
- G. The Commission, by action on May 7, 2012 (Item 1) authorized the Executive Director to add increased funding of \$15,000 from \$267,770 to \$282,770 from each fiscal year's (Fiscal Years 2012-13 through 2013-14) project length budget.
- H. The Commission, by action on April 21, 2014 (Item 3) authorized the Executive Director to fund five (5) additional option years (FY 2014-15 through FY 2018-19) for the implementation of the CMEDS contract. Funding of up to \$263,770 per fiscal year will come from each year's approved budget as a project length budget.
- I. The Commission, by action on April 13, 2015 (Item 2) authorized the Executive Director to act on previously approved option year, add one additional option year (FY 2019-20) and add a project-length budget of up to \$263,770.00 for FY 2015-16.
- J. The Commission by action on April 24, 2017 (Item 3), authorized the Executive Director to 1) act on previously approved option year of FY 2017-18; 2) add project-length funding of \$263,770 for FY 2017-2018; and 3) allocate additional funding of \$263,770 per year for FYs 2018-19 and 2019-20 (pending budget approval for those fiscal years).
- K. The Commission by action on April 22, 2020 (Item 4), authorized the Executive Director to extend the agreement for five (5) additional option years (FY 20-21 through FY 24-25) and approve additional funding of up to \$263,770 per year for FY 20-21 through FY 24-25 from each fiscal year's project length budget (pending budget approval for those fiscal years).
- L. The Commission by action on October 13, 2022 (Item 4), authorized the Executive Director to approve additional multiyear funding of up to \$15,000 (an increase of up to \$ \$278,770 for FY 22-23. Remaining

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

unexpended funds from this \$15,000 increase will rollover to FY 23-24, as needed) to support data collection and evaluation for the Doula Pilot Program (DPP) (pending budget approval for those fiscal years).

- M. The Commission, by action on November 14, 2024 (Item 3), authorized the Executive Director to approve additional funding of \$10,000, to the previously approved budget of up to \$263,770 for FY 2024-25. These additional funds will allow the Contractor to activate Single Sign-On (SSO) functionality and implement SSO for all CMEDS users. SSO is a single user and authentication method that increases the security of accessing cloud-based platforms and/or programs. The County began using SSO internally and now requires it for all County of San Diego (COSD) web-based programs.
- N. The Commission, by action on April 16, 2025 (Item 4), authorized the Executive Director to continue a sole-source contract with Persimmony International, Inc from July 1, 2025 through June 30, 2030 (FYs 25-26 through 29-30) with an annual budget of \$263,770 for both FY 25-26 and FY 26-27. The annual budget for FY 27-28 shall be \$269,403. The annual budget for FY 28-29 shall be \$275,205. The annual budget for FY 29-30 shall be \$281,181.
- O. The Commission selection of the Contractor is based on reliance that Software shall perform in accordance with the technical capabilities explicated stated in Contractor's proposal (Exhibit A), the specifications provide in RFSQ 2188 and that the Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- P. This Agreement shall consist of this Agreement, Exhibit 1.2 Acceptance Certificate, Exhibit 1.17 System Requirements, Exhibit 1.20 Document Deliverables, Exhibit 1.39 Statement of Work, Exhibit 9.3 Escrow Agreement, Exhibit 12.2 Key Employees, Exhibit 12.3.1 Confidentiality Agreement, Exhibit 14.1 Pricing and Payment Schedule, Exhibit 15.4 Support Services, and Exhibit 20.2 Insurance Requirements. All Exhibits are incorporated here in full by this reference. In the event that any provision of this Agreement or its Exhibits conflicts with any other term or condition, precedence shall be: First (1st) this Agreement; Second (2nd) Exhibit 1.17; Third (3rd) Exhibit 1.39; Fourth (4th) Exhibit A; Fifth (5th) Exhibit 20.2, Sixth Exhibit 1.20, provided however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result. All interpretations of the contract documents shall be made taking into consideration that the primary purpose of this contract is to provide a data system that meets the needs of First 5 of California within the stated price.

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

ARTICLE 1

PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by Commission, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and Commission recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique; accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without Commission's written consent. Commission reserves the right to terminate this Agreement pursuant to section 7.1, "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in Commission's judgment, the work hereunder is not being performed by Contractor's Representative.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the Commission. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by Commission except as to the results of the work. Commission hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which Commission employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees subcontractors, and consultants required for Contractor to perform its duties under this Agreement and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and Commission shall have no obligation to pay Contractor's agents, employees, subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

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

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.
- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to Commission. Contractor shall include in its Related Subcontracts and require Related Subcontractor's compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide Contracting Officer Representative ("COR") with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 Commission Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 1.5 Offshore Prohibition. Except where Contractor obtains the Commission's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any Commission approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to Commission, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in Commission's determination, Contractor is not in compliance with all DVB requirements, Commission may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to Commission detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the Commission may have under this Agreement or at law or equity.

- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2

SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by Commission.
- 2.1.1 Evaluation Studies. Contractor shall participate as requested by the Commission in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.
- 2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the Commission from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the Commission to be in its best interest.
- 2.3 Responsibility for Equipment. Commission shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by Commission. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless Commission from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

contractors, Commission, or other persons. Equipment includes, but is not limited to, material, computer hardware and software, tools, or other things.

2.3.1 Contractor shall repair or replace, at Contractor's expense all Commission equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3

DISENTANGLEMENT

3.1 General Obligations

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

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

3.2 Disentanglement Process

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

If Commission requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's standard billable rate of \$295 per hour multiplied by the number of hours needed for completion. Such work must be approved in writing by Commission approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to Commission's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. Commission shall not require Contractor to perform Transitioning

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations

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

3.3.1 No Interruption or Adverse Impact.

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

3.3.2 Client Authorizations.

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

3.3.3 Leases, Licenses, and Third-Party Agreements.

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

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

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

3.3.4 Return, Transfer, and Removal of Assets.

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

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

3.3.5 Delivery of Documentation.

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

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

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

This obligation shall not apply to Contractor's commercially available, off-the-shelf software products that are generally licensed to multiple clients and not developed specifically for First 5 under this Agreement, provided that Contractor continues to make such products available to County and/or Replacement Provider on commercially reasonable terms.

ARTICLE 4
COMPENSATION

Commission will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Commission is precluded from making payments prior to receipt of services (advance payments). Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement. Invoices are subject to the requirements below.

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

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

4.2 Compensation.

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

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

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

4.3 Invoices.

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

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

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for Commission verification. Invoices must reference the Agreement number

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

(and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.2.2 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon Commission approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by Commission, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) Commission receipt of a correct and substantiated invoice, and (iii) Commission receipt of all substantiating information. The Commission at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that Commission submits electronic payment or mails a warrant or check. The Commission is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from Commission, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and;

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.

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

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

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, Commission may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 Missing Information. Contractor has not provided to Commission any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
 - 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to Commission
 - 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required Commission approval without having first received such approval.
 - 4.8.4 Breach. In the Commission's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
 - 4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.
- 4.9 Disallowance. Commission may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If Commission makes payment to Contractor that is later disallowed by the Commission, State or federal government, or other funding source, Commission shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that Commission has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and Commission shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 Availability of Funding. The Commission's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the Commission shall arise for payment beyond the end of the Commission Fiscal Year for which funds are designated by the Commission. In the event that federal, State, or Commission funding ceases or is reduced, the Commission shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to Commission, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
 - 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one Commission Fiscal Year and ends in another Commission Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the Commission Fiscal Years based on the monthly budget or other rate of expense.
- 4.15 Program Income. Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written Commission approval.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 4.15.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between Commission and Contractor.
- 4.16 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the Commission on the formula or criteria used to calculate such payments upon request.

ARTICLE 5

AGREEMENT ADMINISTRATION

- 5.1 The Commission's Executive Director or designated Commission official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 Commission's Agreement Administrator. The Commission has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"). The COR will coordinate the Commission's administration of this Agreement. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Agreement Progress Meeting. The COR and other Commission personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance with the COR serving as meeting chair. At these meetings, the COR will apprise the Contractor of how the Commission views the Contractor's performance and the Contractor will apprise the Commission of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6

CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor.
- 6.1.2 Change Order. The Commission may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 "Disputes." However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The Commission and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7

SUSPENSION, DELAY AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, Commission shall have the right to terminate this Agreement in whole or in part.

7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by Commission to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the Commission, Commission may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.3 If Commission determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, Commission may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.

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

7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 RESERVED.

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by Commission to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The Commission may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to Commission all undelivered or unaccepted work performed in accordance with this

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

Agreement prior to termination ("Incomplete Work"). Contractor may, at Commission's option, be required to complete some or all Incomplete Work during Disentanglement.

- 7.5.1 The Commission shall pay Contractor as full compensation for work performed and costs of termination:
 - 7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.
- 7.5.2 In no event shall the Commission be liable for any loss of profits or any other consequential damages.
- 7.5.3 Commission's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:
 - 7.5.3.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.3.2 Improperly submitted claims, or
 - 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.3.4 Any breach of any term or condition of the Agreement, or
 - 7.5.3.5 Any actions under any warranty, express or implied, or
 - 7.5.3.6 Any claim of professional negligence, or
 - 7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. Commission reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing Commission data systems and Commission owned software applications, including websites, domain names, platforms, physical files, 2) treating Commission's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance With Laws And Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, Commission, County and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to Commission, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations or other laws that may be applicable to performance of services hereunder. Commission reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

- 8.4 **Affirmative Action.** Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the COR upon request or can be obtained from the County of San Diego Internet website (www.sandiegocounty.gov).
- 8.5 **Non-Discrimination.** Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical, or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 **AIDS Discrimination.** Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of the use of any Commission facility or participation in any Commission-funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome, (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 **American with Disabilities Act (ADA) 1990.** Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA) and California Administrative Code Title 24.
- 8.8 **Political Activities Prohibited.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 **Lobbying.** Contractor agrees to comply with the lobbying ordinances of the County of San Diego and to assure that its officers and employees comply before any appearance before the Commission. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures or the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 **Religious Activity Prohibited.** There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 **Audit Requirement.**
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attestation services in an U.S. state, provided the CPA is qualified under applicable federal and California audit requirements, to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the Commission fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

- 8.11.2 Contractor shall immediately notify Commission upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website.
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and
- 8.12.5 Drug and Alcohol-Free Work Environment. Commission, in recognition of its responsibility to provide a safe, healthy and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using Commission equipment pursuant to Agreement:
- 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor's employee who as part of the performance of normal

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

job duties and responsibilities prescribes or administers medically prescribed drugs

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to Commission all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the Commission under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any Commission facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of Commission, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify Commission of it. Contractor shall not be liable to Commission for Commission's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Law" means any and all federal, State or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon Commission or Contractor with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
- 8.15.1.1 Contractor agrees to report each violation to the Commission (and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to Commission and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.
- 8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.
- 8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied
- 8.16.1.7 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the Commission any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
 - 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
 - 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records.
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 regardless of funding source or services.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by the Commission relative to this Agreement. Upon Commission's request, Contractor shall promptly provide to Commission any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by Commission. Contractor further agrees to immediately notify Commission if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to Commission all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the Commission, unless otherwise protected by applicable law or privilege.

ARTICLE 9

CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire Commission's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of Commission. Without such written approval, performance of services under this Agreement by associates or employees of Commission shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform Commission of all Contractor's interests, if any, that are, or that Contractor believes to be incompatible with any interests of Commission.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the Commission.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by Contractor.
- 9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by Commission, County or of public agencies for which the Board of Supervisors or Commission is the governing body;
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with Commission to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing Commission agreement. It is further agreed, however, that Commission will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10

INDEMNITY AND INSURANCE

- 10.1 Indemnity. Neither Commission nor County shall be liable for, and Contractor shall defend and indemnify Commission and County and the employees and agents of Commission (collectively "Commission Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of Commission Parties. Contractor shall have no obligation, however, to defend or indemnify Commission Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Commission Parties..
- 10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to the Commission pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

ARTICLE 11

AUDIT AND INSPECTION

11.1 Audit and Inspection.

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

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

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

11.1.3 At any time during normal business hours and as often as Commission and County may deem necessary, Contractor shall make available to Commission, County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit Commission, County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

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

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

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within Commission accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, and (ii) for records that relate to appeals under Article 15 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of. Contractor shall provide any requested records to Commission within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. Commission shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

to Commission in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

- 11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to Commission upon Commission's request as often as Commission deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 Full Cost Recovery. Contractor shall reimburse Commission for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, Commission shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by Commission that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to Commission under this Agreement.

ARTICLE 12

RECOVERY OF FUNDS

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

ARTICLE 13

USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that Commission requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of Commission except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of Commission. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of Commission. Commission shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this section

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the Commission, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act (“CPRA”) requires Commission to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If Commission receives a CPRA request for records relating to the Agreement, Commission may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If Commission determines its response to the request without notifying Contractor, Contractor shall hold Commission harmless for such determination. If County notifies Contractor of the request, Contractor may request that Commission withhold or redact records, responsive to the request by submitting to Commission a written request within five (5) business days after receipt of the Commission’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, Commission will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold Commission harmless for Commission’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the Commission Parties (as defined in section 10.1) arising out of Commission’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the Commission or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Custody of Records. Contractor shall deliver to Commission or its designee, at Commission’s request, all documentation and data related to Contractor’s work under this Agreement, including but not limited to, Commission data and client files held by Contractor, at no charge to Commission. Commission, at its option, may take custody of Contractor’s client records upon Agreement termination, expiration, or at such other time as Commission may deem necessary. Commission agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to Commission in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.
- 13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by Commission. The timely submission of these reports is a necessary and material provision of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to Commission within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14

INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as “HIPAA;”
- 14.1.2 County agreements with the State of California, collectively referred to as “State Agreements” and posted on the County’s website at: www.cosdcompliance.org, including:

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
- 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
- 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
- 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
- 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
 - 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 “Business Associate” when applicable shall mean the Contractor.
 - 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 “Covered Entity” when applicable, shall mean the County.
 - 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.
- 14.3 Responsibilities of Contractor.
 - 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
 - 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
 - 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
 - 14.3.5 Cooperation with County.
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

- 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County Contracting Officer's Representative and HHSA Privacy Officer, to include:
- 14.3.6.1 Initial Report
- 14.3.6.1.1 Contractor shall email Commission Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report," through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" form.
- 14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15

DISPUTES

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

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

ARTICLE 16

GENERAL PROVISIONS

- 16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
- 16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

- 16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

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

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

16.21.2 Definitions

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

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

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

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on May 1, 2008 and end on June 30, 2022 ("Initial Term").

OPTION TO EXTEND. The Commission shall have the option to extend the term of this *Agreement in increments of one (1) year (each an "Option Period")*, beyond the expiration of the contract period, not to exceed **June 30, 2030**. This option shall be automatically exercised unless Commission notifies Contractor in writing, not less than thirty (30) days prior to an Option Period that the Commission does not intend to extend the Agreement.

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

COMPENSATION: Pursuant to Exhibit 14.1 – Pricing and Payment Schedule, Article 14 - Compensation, and other applicable provisions of this Agreement, Commission agrees to pay Contractor a sum not to exceed five million nine hundred thirty thousand seven hundred forty-one dollars (\$5,930,741) ("Maximum Agreement Amount"). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown below / in Exhibit 14.1.

Initial Term	05/01/2008 – 06/30/2026	\$4,841,182
First Option Period	07/01/2026 – 06/30/2027	\$263,770
Second Option Period	07/01/2027 – 06/30/2028	\$269,403
Third Option Period	07/01/2028 – 06/30/2029	\$275,205
Fourth Option Period	07/01/2029 – 06/30/2030	\$281,181

COR. The Commission designates the following individual as the Contracting Officer's Representative ("COR"):

Alicia Castro, Projects Coordinator
First 5 Commission San Diego
9655 Granite Ridge Drive, Suite 120, San Diego, CA 92123
(619)717-0661
alicia.castro@sdcounty.ca.gov

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

Michael Kogus, President
Persimmony International, Inc.
18022 Cowan, Suite 103, Irvine, CA 92614
(949) 770-5551
michaelk3@persimmony.com

IN WITNESS WHEREOF, Commission and Contractor have executed this Agreement effective as of the date first set forth above.

FIRST 5 COMMISSION OF SAN DIEGO
By: XXXXXXXXXXXXXXXXXXXXXXX
Alethea Arguilez, Executive Director

PERSIMMONY INTERNATIONAL, INC.
By: XXXXXXXXXXXXXXXXXXXXXXX
James Greaves, CEO

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)**

Date: XXXXXXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXXXXXXXX

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT A – STATEMENT OF WORK

1. BACKGROUND

Proposition 10 was enacted by the voters of California in 1998. This legislation created the California Children and Families Act to fund early childhood development programs. The revenues for the program are generated by increases in the state excise taxes on tobacco products. The First 5 Commission of San Diego is responsible for implementing this program in San Diego County. The Commission is accountable to the community for effective use of Proposition 10 funds to achieve its vision that all children ages 0 through 5 are healthy, are loved and nurtured, and enter school as active learners.

An Overview of the Approach to Evaluation of the First 5 Commission of San Diego. The First 5 Commission of San Diego is required by State Statute and County Ordinance to perform an outcomes-based evaluation on its funded programs and activities, and to publicly report on the results achieved. In addition to measuring results, the Commission's evaluation efforts promote an ongoing culture of learning, provide information to support policy development and planning, educate the community about the status of children and empower community decision-making. The Commission is further required to publicly report on the results achieved. The Commission utilizes the services of a contractor to develop and implement an evaluation program that measures outcomes, promotes accountability and supports a strategic approach to planning and investing the Commission's resources and to maintain the Commission's CMEDS to collect data.

The evaluation design of the First 5 Commission of San Diego is framed around its Strategic Plan, 5-Year Allocation Plan and 10-year Financial Plan. The Commission's 2020-2025 Strategic Plan outlines the targeted use of its finite funds through the identification of a limited number of strategic goals and objectives. These strategies are then translated into broad initiatives – groups of programs that share common outcomes and activities to achieve Commission-defined outcomes.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

- http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
- <http://www.LiveWellSD.org>

A Trauma-Informed System: The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT A – STATEMENT OF WORK

- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

2. SCOPE

The CMEDS is an integrated data management system for both contract monitoring and evaluation. The delivered system will be:

- Web-based, user-friendly and controlled, updated, and modified by Commission staff
- Accessible via the web by the Commission contractors and grantees for data input and report generation
- Keyed to the Commission's Evaluation Framework for queries and reporting
- Accepts entry of individual client outcomes and activities from standardized tools and forms
- Security levels to define what fields and survey/assessment tools are seen by some contractors and not others
- Flexibility for Commission staff to develop new data collection forms, surveys, reports, and queries in the system without vendor assistance
- Accepts scannable forms
- Exports to SPSS, Access or databases written in Structured Query Language (SQL) without assistance from the vendor
- Generates reports for all of the Commission requirements (State annual report, local contract monitoring reports, and local evaluation data exports)
- Meets compliance requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, which governs the use and disclosure of individually identifiable health information and applies to all health care providers who transmit certain health claim information electronically.

2.1 System Implementation activities will consist of the following:

- 2.1.1 System Configuration
- 2.1.2 Receive hard copies of all Commission data collection tools, begin loading into system.
- 2.1.3 Receive export of any PEDS State data (i.e., data for review). Meet with evaluator and Commission staff to discuss any new additions to data collection.
- 2.1.4 Receive the final forms for the data entry from evaluator and Commission staff; modify/add changes to data collection tools and fields from initial input.
- 2.1.5 Testing
- 2.1.6 Data review, cleanup, corrections and optimization.
- 2.1.7 Test demo site with Commission staff and evaluator. Prepare training materials and methodology for funded programs.
- 2.1.8 Technical Assistance
- 2.1.9 Train funded programs on approved demo site. Receive final export from PEDS for LIVE site. Close down all other data entry tools if Contractor is replacing them.

2.2 System requirements are contained in Exhibit 1.17. County Technical Standards may be found at <http://sdcounty.ca.gov/cto>.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT A – STATEMENT OF WORK

3. GROWTH CAPACITY

- The CMEDS database can be modified "on the fly" to reflect even the smallest of changes.
- Contractor product can accommodate both modest and exponential growth.
- Contractor can rapidly make changes architectural changes in the database in a rapid and controlled manner and add additional servers to accommodate growth in both data and users.

4. PERFORMANCE

The performance and interface requirements for the system are included in Exhibit 1.17 and will also become a part of any resultant agreement.

- 4.1. Provide adequate Technical Assistance to Commission staff, Offerors for successful development and implementation of the database.
 - 4.1.1. Work with Commission staff and the Commission's contracted Evaluator to linking the system design to the Commission's Strategic Plan and evaluation framework and the First 5 California evaluation design;
 - 4.1.2. Assist in importing any data currently collected in other systems to the new data system;
 - 4.1.3. Export data to First 5 California to meet State Annual Reporting requirements.
- 4.2. Manage the development process to ensure that the database is implemented on time, in scope and within the stated price.
- 4.3. Provide and fulfill the Implementation Plan.
- 4.4. Provide training and technical assistance to Commission staff and support Offerors. The Contractor shall provide technical support and ongoing communication with Commission Staff which shall include:
 - 4.4.1. Conduct trainings and provide technical support for Commission staff (approximately 15) and Commission contractors (approximately 90 in initial year).
 - 4.4.2. Conduct thorough training so that Commission staff are able to manage and utilize (but not be limited to the following: standard data fields and reports, design and creation of custom reports, contract management and tracking functions, quality control and data validation, data input and retrieval, troubleshooting, importing and exporting data, system security and access protocols, adding surveys and other tools to the system, adding and archiving contractor records, and graphic representation of data.
 - 4.4.3. Provide technical assistance to the Commission's Contractors to facilitate the creation and operation of a web portal to support the system.
- 4.5. Provide initial training and technical assistance to Commission Offerors and grantees.
 - 4.5.1. The Contractor shall provide sufficient training and technical support to support the use of the data system by Offerors with advanced experience with data systems and individuals with little or no technical experience. At this time, there are approximately 90 Offerors that will potentially utilize the system.
 - 4.5.2. Assist Contractors transitioning from the current paper/Excel data entry to utilizing the CMEDS.
- 4.6. Provide ongoing maintenance and system upgrades.
- 4.7. Participate in project meetings and communication (internal and with Commission staff). The Contractor shall work closely and collaboratively with Commission staff to ensure ease of implementation and to ensure that the data system fulfills the needs and supports the work of the Commission. The Contractor shall participate in any Leadership Team meetings and Contractor meetings, as well as attend Commission meetings and any other relevant meetings as needed.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT A – STATEMENT OF WORK

5. DELIVERABLES

- IPP
- Software Training Materials
- Software Documentation/Manual – 2 hard copies
- Help Desk Protocol
- Security Protocol
- User's Guide with FAQ's and shortcuts

6. TRAINING

Contractor shall provide sufficient training and technical assistance to support the use of the data system by Commission staff, contractors, subcontractors and grantees. Training shall accommodate all technical skill levels both those with advanced experience with data systems and individuals with little or no technical experience.

6.1. Specific Training Requirements:

- Contractor shall provide initial training up to 160 contractors, subcontractors and grantees and 15 Commission Staff.
- Training shall enable Contractors to transition from the current paper/Excel data entry to utilizing the CMEDS.
- Conduct ongoing training and provide technical support for Commission staff, contractors, subcontractors and grantees that may receive Commission funding after the initial start-up phase of CMEDS.
- Training shall be sufficient and thorough so that Commission staff are able to manage and utilize (but not be limited to) the following: standard data fields and reports, design and creation of custom reports, contract management and tracking functions, quality control and data validation, data input and retrieval, troubleshooting, importing and exporting data, system security and access protocols, adding surveys and other tools to the system, adding and archiving contractor records, and graphic representation of data.
- Provide technical assistance to the Commission's Contractors to facilitate the creation and operation of a web portal to support the system.

6.2. Training Methods: At a minimum, training methods shall consist of the following:

- Demonstrations – not hands-on training in a computer lab – lasting approximately 90 minutes. With the objective that the individuals will walk away feeling confident that they would be successful using CMEDS.
- Virtual one-on-one training sessions for each funded program which will allow the users of that program to work on their computer, in their office, at their desk. The duration of the one-to-one sessions may last anywhere from 5 minutes to 35 minutes. The program manager will use virtual tools (desktop sharing software, Web Ex and a phone call) to share the user's screen allowing hand-over-hand instruction in users own office.
- Online Just-In-Time Video Training will be available 24-hours a day, seven days a week. The Show Me videos provide step-by-step demonstrations on how to enter data, run reports and setup new fields; all at a pace that is determined by the user because they can stop, repeat or get back to any portion of the video training at any time.
- Technical support at via phone or e-mail from 8:00 AM to 5:00 PM Monday through Friday, excluding county holidays. Experienced support operators will employ tools to share the user's screen so that they can experience the issue directly (to actually see the users screen) and virtually apply hands-on technical assistance to solve the issue (with user permissions, safely and securely manage the user's computer and applications).

7. SOFTWARE READY FOR USE

- The contractor's software is ready for use immediately following training.
- The contractor shall certify in writing to the Commission when all portions of the software are activated and ready for use.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT A – STATEMENT OF WORK

- Commission shall notify the contractor in writing of acceptance after successful completion of acceptance testing.
- The contractor shall be responsible for activation of all application system upgrades and performance enhancements.

8. TECHNICAL SUPPORT

The contractor shall provide fulltime (8 hours per Commission Business Day (8AM – 5PM)) technical support for the duration of the work described herein and for a period of no less than 5 or more than 10 days beginning the date the acceptance period is successfully completed. The contact email address is support@persimmony.com and phone number (949) 770-5550. See Exhibit 15.4 – Support Services for details.

This support shall be for assistance in using application procedures using the Contractor's Software proposed, and should be provided in conjunction with on-going maintenance.

9. TESTING AND ACCEPTANCE

The Commission shall conduct testing and acceptance of the software. The Commission's Contract Officer Representative (COR) shall inform the Contractor that Commission is ready to test. Contractor shall then inform Commission when to do the testing and Commission shall inform Contractor when testing has been completed and that software is acceptable. Testing will consist of validation of the performance of the system by comparing functions and output of the system, as well as specific criteria that will be outlined in the resultant contract.

The COR will monitor the contractor's progress and coordinate the Commission's administrative functions. The Program Manager is designated to receive and approve for payment contractor invoices as work progresses, based on meeting certain deliverables and/or criteria included in this contract.

10. SPECIFICATIONS

The computer system (application software) delivered by the contractor shall conform to the requirements of this Statement of Work

11. SCHEDULE

The Contractor shall submit an Integrated Program schedule within two (2) weeks after contract award, detailing time lines and milestones for uploading of additional evaluation instruments and surveys, software modification (e.g., modifying nomenclature), training of Commission personnel, a scheduled Software rollout to contractors, data importation and conversion, AND acceptance testing. Commission anticipates that the entire program will be completed within 120 days (4 months) after the date of contract. Earlier completion dates are desirable and solicited.

12. DOCUMENTATION

Documentation and documentation formats to be provided by the contractor will be listed in the RFP.

In the event that the Contractor goes out of business or makes a decision to not support the system provided hereunder, the contractor agrees to provide at no cost to the Commission, all software tools and aids necessary for the Commission to obtain and adequately equip a third-party support service or to provide such support from Commission resources. Commission reserves the right to pursue any other remedies available as permitted by law.

13. ACCEPTANCE TEST PROCEDURE

Within 90 days after receipt of contract, but in no event later than 60 days prior to delivery and activation of the Software, the Contractor shall provide a complete Acceptance Test Procedure for review and approval by the Commission. The approved procedure will be used to conduct acceptance testing and verification of compliance with

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT A – STATEMENT OF WORK

all contract requirements and specifications. The procedure shall address the application software acceptability as well as system performance.

14. NOTIFICATION OF KEY PERSONNEL CHANGES.

Contractor shall notify the COR (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Notification will include a plan to ensure services continue with minimal impact. Contractor shall notify the COR of any position that remains vacant or unfilled for over thirty (30) days.

15. HOSTING SERVICES

The Commission requires hosting services for the production environment

15.1. Production Environment

15.1.1. It is the intent of this Statement of Work to provide the Commission a CMEDS Production Environment

15.1.2. The hosted system will be configured to support up to the number of purchased users. The contractor shall follow the server and sizing configuration recommendations provided by the contractor and approved by Commission.

15.2. Testing and Development Environment

15.2.1. The hosted system shall be configured to support between 5 to 10 users. The intent of this hosted system is to support the CMEDS application as it is being modified, developed and tested. The system shall provide adequate performance to support the tasks identified.

15.3. Hosting Environment Requirements

The Contractor hosting services environment during the life of this agreement shall at a minimum meet the following requirements: Redundant air conditioning and ups power, maintain Sarbanes-Oxley Act (2002) compliance, perform daily redundant backup with perpetual tape retention, have an operational Closed-circuit television system and security with access log 24x7 by security personal, use 128 bit SSL communication encryption with 128 bit RC-5 data encryption, have operational failover redundant servers with load balancing, maintain network redundancy utilizing multiple fiber network providers ensures servers are always up be housed in a facility that has an approved fire suppression designed to extinguish a fire in ten seconds or less and a structure that has a Zone 4 earthquake building design.

15.4. Hosting Service Availability

Access to the databases and application servers shall have an effective operational uptime of ninety-nine point nine percent (99.9%), with client availability to access the most up-to-date data 24 hours a day, seven days a week

16. SYSTEM REQUIREMENTS PRIVACY RULES AND SECURITY RULES

The System shall meet the privacy rules and proposed security rules for the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Reform Standards for Electronic Transactions, and the Standards for Privacy of Individually Identifiable Health Information. In addition, the System shall be fully compliant for managing protected health information (“PHI) for a “business associate” performing a function on behalf of a “covered entity.”

16.1. System Access and Password Requirements - Individual user will is assigned access rights to data based on data values. Individual’s initial password for accessing the online database will be set up and they will be prompted to change their initial password the first time they log onto the application. Additionally, users will be able to change their password at any time. These procedures ensure that passwords are completely confidential and users’ rights are securely assigned. Access to the application security module to change

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT A – STATEMENT OF WORK

passwords shall be limited to key Contractor technical and network security staff. Passwords must contain numbers, letters and special characters and be at least 10 characters in length. In addition, they cannot be the same as the user name and they cannot be the first or last name of the user.

- 16.2. The Contractor shall utilize multi-factor authentication (MFA) to provide additional layer of security for CMEDS data and information. Accessing CMEDS through MFA prompts users to verify themselves on a separate device after login.
 - 16.2.1. All CMEDS users, including but not limited to staff, subcontractors, consultants, interns, and volunteers, shall complete MFA verification prior to accessing CMEDS.
 - 16.2.2. Contractor shall provide all CMEDS users an Authenticator Token and/or register a smartphone capable of using an authenticator application.
 - 16.2.3. The Contractor and their IT department shall be responsible for purchasing and/or installing the Authenticator token and/or authenticator application that is compatible with CMEDS.
 - 16.2.4. The Authenticator Token and/or authentication application shall be included in the program's annual budget and claimed through normal invoicing.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ADDENDUM 1: SYSTEM REQUIREMENTS

1. PROGRAM LEVEL TRACKING

- 1.1 **Program and Service Definitions.** Ability exists to define how programs and services (both type of service and quantities/units of service delivered) are assigned to clients.
- 1.2 **Indicator Definitions.** System supports multiple types of indicators such as activity, process, and outcome/result measures.
- 1.3 **Multiple Levels of Indicators.** Indicators can be attached to individual, to individual services, to a program as a whole (potentially spanning multiple services), and to the system as a whole (spanning multiple programs).*
- 1.4 **Longitudinal Tracking.** The same indicators can be tracked and compared over many months and years. Users can select the time periods, such as tracking some indicators quarterly and others annually.
- 1.5 **Linkage of Related Programs and Services.** Similar or related programs and services can be linked across multiple organizations in order to see an aggregated picture of activity and results (for example, to get a collective view of how well the system is working, i.e. referrals within the system, client transitions, and longitudinal client tracking).
- 1.6 **Development of Tools.** Authorized users can load entire outcomes surveys/assessments into the system in a non-technical manner, without requiring extra programming or support by the vendor.
- 1.7 **Custom (User-Defined) Data Elements.** Authorized users can add program-specific questions to the above surveys/assessments in a non-technical manner, without requiring extra programming or support by the vendor.
- 1.8 **Data Validation.** System thoroughly validates data entered by users (i.e., internal checks for errors, e.g., like requiring that birthdates must be 19__ or 20__ to try to minimize error). Authorized users can define and edit data validation rules.
- 1.9 **Terminology.** Authorized users can configure the terminology used in the system so that terminology matches that used by their organization, Commission, or others as needed. As an example, contractors will have the ability to use the terms currently utilized by their program, such as "client" or "patient" or "child".

*In general, this is predefined in the evaluation design and not a case worker function. Examples of individual-level data are DRDP data, pre & post tests, etc. In such cases, responses to specific questions are mapped to indicators. The program enters the responses and the results should be mapped to the appropriate indicator requiring no decision-making by line staff.
- 1.10 **Data Collection Tool View and Use.** System offers surveys and assessment tools loaded into the system in printable form.
- 1.11 **Data Collection Alternative Options.** Practical methods are provided to allow funded programs to capture the necessary data at the point of service or other appropriate locations, including through tools such as PDA's/hand-held data terminals.
- 1.12 **Scannable Forms.** Can accept different formats of scannable sheets and index data to search, retrieve, and populate the database
- 1.13 **Internal document management** – Ability of contractors and grantees to view the scope of work or body of their contract.
- 1.14 **Data Entry.** System should support data entry via multiple vendors, e.g. online entry, scannable forms or a web tool such as Survey Monkey.

2. CLIENT-LEVEL TRACKING

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ADDENDUM 1: SYSTEM REQUIREMENTS

- 2.1 **Client Data Elements.** System captures a complete set of common data elements and information across programs about each client including demographic data, services delivered, client and family descriptors, and results/outcomes achieved over time, as well as barriers to accessing services/supports or achieving results.
- 2.2 **Unique Client Identifier.** System has a practical, low-impact, and effective way of accurately identifying each unique person receiving services to ensure that services delivered over time can be accurately matched to the correct person.
- 2.3 **Client Consents.** Client consents to collect and share data are captured and reported in the system. System flags and alerts case workers/supervisors to consents that have expired or have been revoked/restricted by client.
- 2.4 **Non consented clients:** System will accept outcome surveys and assessments without client identifiers (i.e., anonymous)
- 2.5 **Referral Management.** System captures information about referrals made by one agency to one or more other agencies within First 5 funded programs, and the results of those referrals (e.g., whether follow up occurred). System shall allow real-time appointment scheduling among partners where relevant.
- 2.6 **Registry of Services.** A master repository of early childhood programs and other related community services can be maintained and updated either at the individual organization level, or through a centralized system administrator.
- 2.7 **Barriers to Access.** A list of pre-defined barriers to accessing services are provided and tracked for individual clients. Pre-defined barriers could include such factors as "transportation".

3. MANAGEMENT REPORTING AND ANALYSIS

- 3.1 **Access to Data.** Data in system are real-time (vs. batch).
- 3.2 **Standard Report Library.** System directly generates a broad range of standard reports that meet the common analysis requirements of the Commission.
- 3.3 **Custom Report Library.** System has the ability to create and save custom reports without requiring extra programming or support by the vendor.
- 3.4 **Ad Hoc Query/Reporting Features.** Tools are provided as an integrated part of the system to allow users to create custom or ad hoc queries and reports.
- 3.5 **Reporting Ease of Use.** Standard and custom reports can be run without users having special technical knowledge (e.g. without SQL commands or knowledge of the underlying database structure).
- 3.6 **Flexible Selection of Report Data.** Users can select which data are used to generate the report, such as including only a particular group of services or clients on a report.
- 3.7 **Comparison reports.** The system can compare the process and outcomes findings of individual Offerors with the average findings of the Initiative of which they are a part.
- 3.8 **Inclusion of Secondary Benchmarks.** Ability to incorporate county or national benchmarks for program-level data to compare the same indicator by a program, initiative, or the system as a whole.
- 3.9 **Aggregation of Data.** Common data elements can be aggregated at the program, initiative, and Commission level.
- 3.10 **Time Periods.** Reports can include multiple and dissimilar time periods. (For example, a report can compare program performance for the first quarter of 2005 to the first quarter of 2004.)

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ADDENDUM 1: SYSTEM REQUIREMENTS

- 3.11 **Trend Reports.** Trend graphs can be created that show time period to outcomes/process numbers. Users can control the time periods to show weeks, months, quarters, years, or any other user-specific time period.
- 3.12 **Visual Representation.** Program-level and initiative-level data reports (e.g., results of outcome surveys for all clients) are available in user-friendly formats, such as pie charts and bar graphs.
- 3.13 **Data Export Features.** System provides built-in tools to export data to Microsoft Office applications (Word, Excel, and Access) as well as SPSS and databases written in SQL.
- 3.14 **Data Export Interface.** System provides built-in tools to export data into the database application of First 5 California to meet State Annual reporting requirements.
- 3.15 **Data Import Features.** System provides built-in tools to import data from Microsoft Office applications (Excel, and Access) as well as statistical software packages (SPSS) and databases written in SQL.
- 3.16 **Legacy System Data Import Feature:** System will accept and import identified data elements of pre-existing data.

4. USABILITY

- 4.1 **General Ease of Use.** System can mimic the look of common forms and tools already in use by initiatives (i.e., group of funded programs).
- 4.2 **Data Entry.** Features are provided to minimize data entry errors and time requirements, such as prompts and drop-down menus to show valid options and allow quick selection of choices with minimal typing.
- 4.3 **Reminder.** The system can remind different funded programs when surveys are due to be completed and when uncompleted surveys need to be completed.
- 4.4 **Multi-User Operation.** Multiple users can concurrently enter data (even the same type of data) and multiple users can generate reports at the same time data entry is occurring, without restriction.
- 4.5 **Usage with a Variety of Internet Connections.** Flexibility to allow for “real time only” dial-up access, LAN, WAN, VPN (Virtual Private Network) and wireless connection to the Internet.
- 4.6 **System Security by Function.** System access rights for each user can be configured to selectively provide or prevent access to specific system features (For example, allow end-user to access to reports but not to data maintenance functions).
- 4.7 **System Security by Data Rights.** System access rights to data can be configured for each user based on data values, e.g. to allow a user to see data for their organization’s programs but not data from other organizations.
- 4.8 **Regulatory Compliance.** Application meets or exceeds data confidentiality/security requirements from local, state and federal regulatory bodies or standards, such as the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

5. CONTRACT MANAGEMENT AND COMPLIANCE

- 5.1 **Contract Records.** System can store and manage data records of each of the Commission’s contracts and grants, (currently at 120 active contracts) as well as archived contracts and grants.
- 5.2 **Tracking.** System allows tracking of compliance with implementation plans, project milestones, site visit schedules and results, targets vs. actuals, and submission of reports at the individual contract level.
- 5.3 **Budget and Fiscal.** System captures data on budgets, budget adjustments, actual expenditures, and expenditures by outcome and/or result area. Allows First 5 staff, without vendor assistance, to make budget adjustments and other fiscal changes.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ADDENDUM 1: SYSTEM REQUIREMENTS

- 5.4 **Financial Management.** System is capable of capturing and analyzing expenditures by outcome and/or result area; also providing data for deeper financial analyses such as cost/benefit or return on investment studies.
- 5.5 **Reporting.** Data can be analyzed to review financial investments in multiple ways, to include, at minimum, by individual contract, by project, across initiatives, regionally and Commission-wide.
- 5.6 **Web Based Access.** System allows for remote user access by Offerors and grantees for export, import and review of data by specified and unique user data rights.
- 5.7 **Expansion Capability.** Allows for at least 100 custom designed fields.

6. TECHNOLOGY

- 6.1 **Electronic Signatures.** System must provide ability for program administrators, Commission staff and, within define parameters, contractors and grantees, to electronically sign and approve reports, forms and/or other files. In addition, it should be based on Open Standards and Open Source to ensure that the Commission is not locked into any proprietary and/or incompatible technology limiting future proof of security.
- 6.2 **Computer Platform.** System must run on PC-compatible computers using the Microsoft Windows operating system (Windows 10 at a minimum), as well as Macintosh systems.
- 6.3 **Interface.** System should be able to import / export data in standardized file formats, through either a manual or automated process, and support initial population of the system through an automated dump of existing client data.
- 6.4 **Conversion.** System should be able to support initial population of client data through an automated conversion process.
- 6.5 **Single Sign-On Requirements.** System should be able to support Single Sign On Requirements as stated in proforma section 22.5 (page 30 of 85) of the Agreement.

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ADDENDUM 2: LIST OF DELIVERABLES**

The following are the List of Deliverables:

- IPP
- Software Training Materials
- Software Documentation/Manual – 2 hard copies
- Help Desk Protocol
- Security Protocol
- User's Guide with FAQ's and shortcuts

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 1: EVALUATION AND DATABASE ROLES AND RESPONSIBILITIES

1. First 5 Commission of San Diego: Evaluation and Database Roles and Responsibilities Single Contracts¹

I. General Evaluation Roles and Responsibilities

Title	Evaluation Roles
Commission Data and Evaluation Manager	• Oversee evaluation function for the Commission. • Oversee production of evaluation reports and reporting of evaluation results to the Commission, First 5 California, to stakeholders and to the public. • Oversee reporting of quarterly Dashboard measures to the Commission. • Manage overall First 5 California evaluation requirements, including the selection of data elements for reporting. • Provide feedback on the evaluation section of all contract solicitations. • Oversee the development and implementation of the key evaluation elements of contracts and MOU's (including design, data elements, tools, Performance Measures [PMs] and dashboard elements). • Review and approve final evaluation designs. • Troubleshoot evaluation issues in collaboration with staff and Commission's Evaluator. • Be apprised of and facilitate review of any substantive suggested changes to evaluation elements. • Review and make recommendations to the Commission Executive Director on requests by outside researchers to examine Commission programs and/or utilize Commission data. Process research and data requests through County process. • Manage contract with Commission's Evaluator. • Manage contract with Commission's Database Vendor. • Manage production of evaluation reports and reporting of evaluation results to the Commission, First 5 California, stakeholders and to the public.
Commission Contract Managers (Contract Officer Representative (COR))	• Ensure contractor compliance to the evaluation plan. • Elevate contractor evaluation issues and questions to the Commission Data and Evaluation Manager and Commission's Evaluator. • Forward any evaluation data/findings submitted by contractors to the Commission Data and Evaluation Manager for review and comments. • Manage initiative or contract-specific First 5 California evaluation requirements. • Provide advice to the Commission's Data and Evaluation Manager on the design and execution of all of the Commission's evaluation efforts. • Provide input on key evaluation elements of contracts and MOU's (including design, data elements, tools, PMs, and dashboard elements). • Work with the Commission Data and Evaluation Manager, contractor staff and Commission's Evaluator to review and approve the final evaluation design. • Provide feedback on special studies.

¹ Includes single contracts that do not input clients in CMEDS but do input performance measures.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 1: EVALUATION AND DATABASE ROLES AND RESPONSIBILITIES

Title	Evaluation Roles
Commission's Evaluator	• Provide input and draft evaluation components for all outgoing contract solicitations. • Support the design, development and implementation of evaluations for all contracts and MOU's. • Provide input and guidance on the use of initiative-specific data collection tools. • Interface with the Commission Data and Evaluation Manager and CORs on evaluation. • Notify the Commission Data and Evaluation Manager about requests for activities that are outside of Evaluation Contractor's Statement of Work (SOW). • Assist with First 5 California evaluation requirements as directed by the Commission Data and Evaluation Manager. • Work with the Commission Data and Evaluation Manager to coordinate in-depth data reviews as requested. • Produce local annual evaluation report in conjunction with the Commission Communications Contractor. • Present evaluation findings to the Commission, and to Contractors, as requested by the Commission. • Develop and conduct primary data collection as directed by the Commission. • Work with CORs to provide evaluation consultation and contractor-level Technical Assistance (TA) as needed.
Contractors	• Implement the approved evaluation design and protocols. • Submit complete, accurate and timely data for Commission reporting per contract. • Attend program meetings to discuss evaluation design and findings. • Communicate any evaluation concerns to the Commission Data and Evaluation Manager and CORs. • Cooperate with all Commission evaluation activities per contract. • Collect data and evaluation information requested by the Commission. • Comply with all Commission policies concerning research and evaluation. • Comply with all Commission and County regulation policies concerning applying for authorization to conduct research.² Submit request to the COR and Commission Data and Evaluation Manager to initiate review and approval process <u>prior</u> to launching special studies or publishing findings. Adhere to the contractual requirements of the Commission or its designee regarding: submittal of progress reports, submittal of draft reports, protection of human subjects, use and publication of Commission data and other requirements. • Identify internal staff or external consultant to provide the evaluation support needed to meet contracted evaluation requirements. • Perform data collection, entry and tracking as requested by the Commission or per contract. • Provide any data sets in Excel as noted in the contract by required deadlines. • Meet Commission reporting requirements and deadlines. • Notify the COR of any issues relating to meeting targets, implementing the evaluation, achieving results, etc. as they arise. • Submit drafts of any reports that include evaluation findings to the COR and the Commission Data and Evaluation Manager per Commission policy for approval prior to any dissemination or distribution. • Submit to the COR all presentation materials containing initiative and program processes and data outcomes, and results or findings, at least twelve (12) business days prior to the due date, for Commission approval. • Adhere to all relevant Commission policies and contractual obligations.

II. Contract Management Evaluation Data System (CMEDS) Roles and Responsibilities

² See Commission Policies: F5C19 and F5C20.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 1: EVALUATION AND DATABASE ROLES AND RESPONSIBILITIES

Title	Database Roles
Commission Data and Evaluation Manager	• Oversee both database and evaluation functions. • Oversee submission of the annual reports to First 5 California, the Commission, stakeholders and to the public. • Serve as COR for the database contract. • Serve as COR for the Commission’s evaluator contract. • Manage the CMEDS Help Desk inbox (F5SDCMEDS@SDCounty.ca.gov). • Convene Data Support (CMEDS) team meetings twice monthly between the Commission Evaluator and Database Vendor to discuss workload, priorities and challenges. Initiative evaluators may be invited as needed for demonstrations and clarifications • Review and triage incoming Work Requests. • Coordinate submission for First 5 California Annual Report as it relates to CMEDS. • Coordinate communications between Commission Staff, Evaluator and Database Vendor.
Commission Contract Managers (Contract Officer Representative (COR))	• Review and approve PMs <u>quarterly or as noted in the contract</u>. • Provide the Commission’s Data and Evaluation Manager with completed SOW's within <u>two weeks</u> of finalizing the evaluation framework or the release of contract for signatures so that CMEDS can be updated. • Communicate changes to the SOW, review draft updates to CMEDS fields, and facilitate communication as needed to the Commission’s Data and Evaluation Manager to ensure that CMEDS reflects the SOW’s for all projects by <u>May 31st</u> of each year. <i>“Changes” includes targets, new assessments, staff changes, service changes, contract amount and PMs.</i> • Ensure all final contract documents have been signed off by the Contracts, Commission Fiscal and Data and Evaluation Manager before submittal to the Executive Director for signature. • Review and approve contractor data submission on (at least) a <u>quarterly basis or as noted in the contract</u> to track targets, contract compliance and contract performance. • Communicate with the Commission’s Data and Evaluation Manager to resolve issues, as needed. • Communicate (in coordination with the Commission Data and Evaluation Manager) changes to the database, including but not limited to data reports, new and/or updated procedures and protocols and database enhancements (etc.) to Contractor. • Conduct CMEDS contract closeout activities as needed.
Commission’s Evaluator	• Communicate all evaluation-related changes to CMEDS Team. • As requested, review Contractor Work Requests in conjunction with the COR. • Elevate significant data quality issues to the COR who will communicate with the Commission Data and Evaluation Manager.

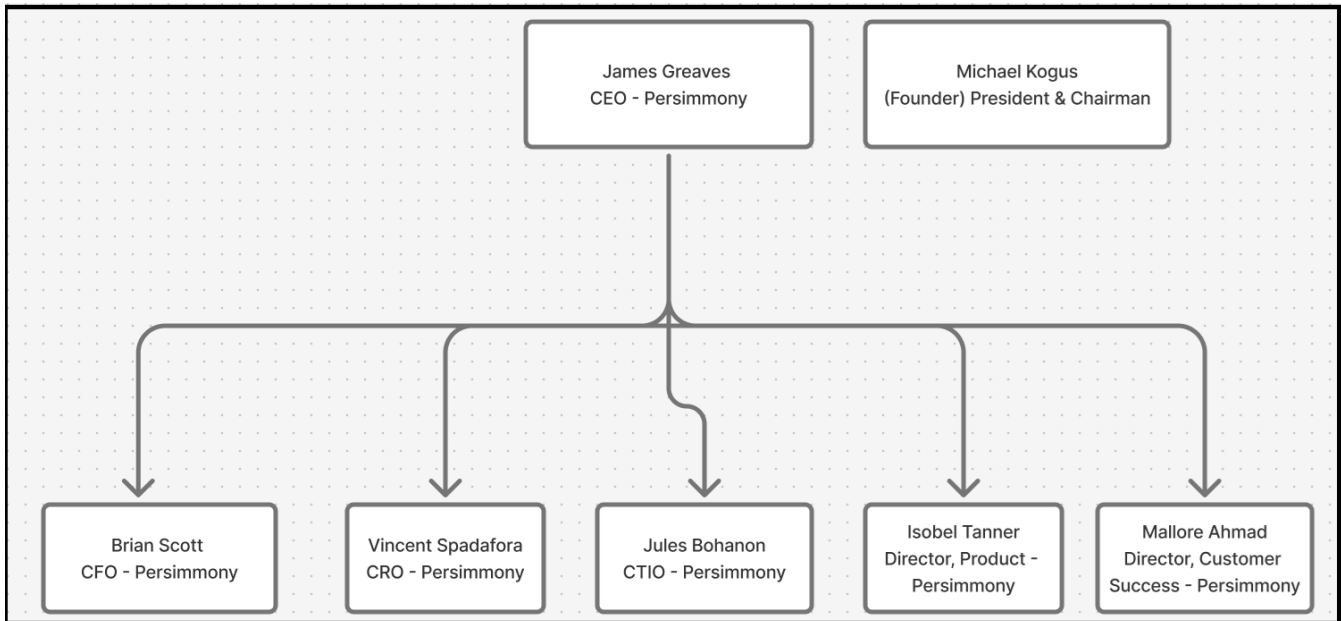
FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 1: EVALUATION AND DATABASE ROLES AND RESPONSIBILITIES

Commission CMEDS Help Desk and Data Support Team (Commission Data and Evaluation Manager, Evaluator's Database Liaison and Database Vendor)	<u>Commission's Data and Evaluation Manager:</u> • Provide staffing for the CMEDS Help Desk and manage the Help Desk F5SDCMEDS@SDCounty.ca.gov inbox. • Conducts CMEDS Team meetings two times a month with Commission Data and Evaluation Manager, Database Vendor, and Evaluator's Database Liaison (as needed). Initiative evaluators may be invited as needed for demonstrations and clarifications. • Assist with uploads: ○ Create or modify upload templates as needed. ○ Creating session information in CMEDS for contractor to complete the upload template. ○ Elevate issues to either the Commission's contractor or data contractors as appropriate. • Maintain user accounts and update as required. • Utilize Help Desk F5SDCMEDS@SDCounty.ca.gov box to document CMEDS Work Requests and update progress. • Communicate CMEDS updates and changes to contractors in a timely manner. • Test, modify and communicate all new functionalities and features in CMEDS to appropriate CMEDS users. • Provide webinar training tailored to programs to maximize data quality and database use. • Update (as needed) CMEDS training documents. • <u>Ensure that by July 1 each year</u>, all contractor PMs and targets are updated and complete in CMEDS for the new fiscal year. <u>Evaluator's Database Liaison:</u> • <u>Ensure that by July 1 each year</u>, all assessment/services are updated and complete in CMEDS. • Participate in CMEDS Team meetings with Commission Data and Evaluation Manager and Database Vendor, as needed. • Assist with uploads: ○ Communicate to the Commission and Persimmony any changes to services or assessments that would impact the upload template. • Provide mid-year and/or annual data exports in preparation for annual report. • Notify the Commission Data and Evaluation Manager and COR of reoccurring data quality issues and any reporting issues with specific contractors. <u>Database Vendor:</u> • Ensure the proper functioning of the CMEDS (Persimmony). • Use the designated email (F5SDCMEDS@sdcounty.ca.gov) to communicate problems with CMEDS to the CMEDS Team so that end-users can be notified of CMEDS issues. • Use the designated email (F5SDCMEDS@sdcounty.ca.gov) to communicate to the CMEDS Team when issues are fixed. • Manage Persimmony Support ticketing system (support@persimmony.com) for system errors. • Elevate when a project due date will not be met directly to the Commission Data and Evaluation Manager. • Participate in Data Support CMEDS Team Meetings twice monthly and utilize on-line task tracker to document CMEDS updates and progress to agenda items. • Build any needed reports or functionality as requested by the Commission Data and Evaluation Manager (and within the scope of contract). • Advise the Commission on all modifications to upload templates. • Within the defined timeframes, import upload files into CMEDS, then verify and communicate to CMEDS Team that data has been imported properly. • Provide/attend CMEDS trainings or individual shadow sessions as needed to support the CMEDS Team.
---	---

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 1: EVALUATION AND DATABASE ROLES AND RESPONSIBILITIES

Title	Database Roles
	• Manage data upload for State Annual Report within state-defined timeframes. • Develop new functionalities as requested by the Commission and work with the CMEDS Team to test and modify functionality as requested. • Work with the Commission Data and Evaluation Manager to maintain a list of current and active users. • Complete tests of all QA reports two weeks before quarterly report deadline. • Notify the Commission Data and Evaluation Manager and CMEDS Team of any reoccurring data quality and/or reporting issues in general or specific to any contractor entering data into CMEDS. • Advise the CMEDS Team on data quality issues revealed during database maintenance. • Advise the CMEDS Team on all database functionality best practices. • Advise the CMEDS Team on training modules and materials for users.
Contractors	• Communicate concerns about CMEDS using the CMEDS Help Desk communication protocol (email F5SDCMEDS@sdcounty.ca.gov). • Utilize CMEDS for client level and aggregate PM data collection, per contract scope of work. • Submit complete and clean data by timeframes detailed in contract and SOW. • By no later than July 31 (or by date noted in the contract), ensure that all fiscal year data are in <u>final</u> form in CMEDS, that all quality assurance and corrections are completed and that subcontractors' data (where applicable) are locked and ready to be approved. • Conduct regular data quality assurance checks using the CMEDS QA protocol. • Attend trainings as scheduled. • Utilize materials posted on CMEDS Information Desk and/or Data Dictionaries for trouble shooting contracted data collection per the scope of work and for questions concerning the use of CMEDS. • Oversee timely, accurate and complete data submission from all subcontractors per contract. • Follow appropriate data and system security procedures. ○ Submit CMEDS User Action Form to Add, Edit or Deactivate users to F5SDCMEDS@sdcounty.ca.gov. ○ Notify the <u>COR and CMEDS Help Desk within 24 hours</u> when a user is to be deactivated. • Ensure users utilize multi-factor authentication (MFA) when accessing CMEDS. • At completion of the contract, run all CMEDS QA reports, clean all necessary data and ensure that all PMs have been met and approved in order for final payment to be released within 30 days of close of contract. • Provide any data sets in Excel as noted in the contract by required deadlines. For contractors uploading data (i.e., not doing direct data entry): • Receive prior approval from the Commission Data and Evaluation Manager to upload data for Contractor reporting. • Have adequate, professional IT support to manage the upload process. • Anticipate the level of effort, cleaning and coordination needed to upload data in CMEDS to meet contract reporting deadlines. • Clean upload files (including subcontractors' files) prior to submission to the Persimmony server using the CMEDS upload QA protocol. • Review data to ensure it has been successfully uploaded. • Ensure data is live in CMEDS by the scheduled contract reporting deadlines.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 2: PERSIMMONY ORGANIZATIONAL LIST



FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 3: QUARTERLY PERFORMANCE MEASURE TIMELINE

Learn Well Quarterly Performance Measure Timeline

The below timeline is to be used by the Learn Well contractor to ensure timely submittal of data.

LEARN WELL Activity	Q1	Q2	Q3	Q4	Contractor	Evaluation	Persimmony	COR
1. SDCOE prepares upload file SDCOE BEGINS QA IN THEIR OWN DATABASE. SDCOE conducts QA on upload file using the Upload Quality Assurance Checklist and fixes all errors	Oct 15 (COB)	Jan 14 (COB)	Apr 15 (COB)	Jul 15 (COB)	ü			
Upload Associated (UA)								
2. SDCOE uploads file onto Persimmony's secure server (data is <u>not</u> yet visible in CMEDS) and sends email notification to F5SDCMEDS@SDCounty.ca.gov and cc F5 COR, and Persimmony.	Oct 20 (COB)	Jan 20 (COB)	Apr 20 (COB)	Jul 20 (COB)	ü		ü	
3. First 5 reviews file and notifies Persimmony is ready for upload	Oct 21 (COB)	Jan 20 (COB)	Apr 20 (COB)	Jul 20 (COB)				ü
4. Persimmony uploads LEARN WELL data <u>within 3 days</u> [For Persimmony to meet this deadline, SDCOE needs to respond to any upload data quality issues within 2 working days of receiving the request from Persimmony]	Oct 26 (COB)	Jan 25 (COB)	April 25 (COB)	July 25 (COB)	ü		ü	
5. Persimmony informs SDCOE, F5SDCMEDS@SDCounty.ca.gov when data is "live" in CMEDS and SDCOE begins data verification to ensure the accuracy of data in CMEDS against the upload template	Oct 26 (COB)	Jan 25 (COB)	April 25 (COB)	July 25 (COB)	ü	ü	ü	
6. SDCOE shall: 1. Complete data verification to ensure the accuracy of data in CMEDS against the upload template 2. Perform QA using Quality Assurance Guide Complete all UA Performance Measures related to the data upload and notifies F5 COR and H+Co LEARN WELL staff	Oct 29 (10am)	Jan 28 (10am)	April 29 (10am)	July 27 (10am)	ü	ü		
7. H+Co locks UA PMs for the quarter	Oct 29 (COB)	Jan 28 (11am)	April 29 (11am)	July 27 (11am)		ü		

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 3: QUARTERLY PERFORMANCE MEASURE TIMELINE

LEARN WELL Activity	Q1	Q2	Q3	Q4	Contractor	Evaluation	Persimmony	COR
8. H+Co reviews UA PMs for the quarter and communicates with SDCOE and F5 via email regarding any final changes	Nov 4 (COB)	Feb 4 (COB)	May 5 (COB)	Jul 27 (COB)	ü	ü		
9. SDCOE submits any and all PM corrections and notifies H+Co and F5 COR that all PMs are finalized	Nov 8 (COB)	Feb 4 (COB)	May 5 (COB)	Jul 28 (COB)	ü	ü		
10. H+Co locks all PMs and informs F5 COR that PMs are ready for First 5 approval	Nov 10 (COB)	Feb 10 (COB)	May 10 (COB)	July 29 (COB)		ü		ü
Directly Entered data (DE)								
11. SDCOE emails H+Co (cc First 5 COR) when all <i>Directly Entered (DE)</i> PMs for that quarter are submitted and ready for H+Co's review. SDCOE emails all dashboard PM measures in final form to the First 5 COR and cc's the First 5 Evaluation Manager.	Oct 29 (9am)	Feb 1 (9am)	April 29 (9am)	Jul 20 (9am)	ü	ü		
*Note if SDCOE submits data early, H+Co will begin their QA process early.								
12. H+Co locks all DE PMs for that quarter and begins review	Oct 29 (10am)	Feb 1 (10am)	April 29, (10am)	Jul 20, (10am)		ü		
13. H+Co unlocks discrepant PMs for that quarter and sends emails with discrepancies to SDCOE and cc F5 COR. (Read receipt is required). If no corrections are needed, DE PMs remain locked.	Nov 4 (COB)	Feb 04 (COB)	May 04 (COB)	Jul 23 (COB)	ü	ü		
14. If corrections are needed , SDCOE correct discrepant DE PMs and sends email to H+Co and cc F5 COR with correction or explanation of all discrepancies within template provided in H+Co's email	Nov 8 (COB)	Feb 8 (COB)	May 7 (COB)	Jul 27 (COB)	ü	ü		
15. If corrections were made in Step 8 above , H+Co reviews the corrections and locks the associated PMs	Nov 10 (COB)	Feb 10 (COB)	May 10 (COB)	Jul 29 (COB)		ü		

*Data submitted to First 5 needs to be clean, accurate, verified and on-time.

COR (Contracting Officer Representative) = Commission Contract Manager

PM = Performance Measure

PMs: If the deadline falls on a weekend or holiday, the due date will become the prior working day

Note: Copy F5SD Evaluation Manager on all emails between Contractor, Evaluator and COR

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT



MASTER PREFERRED ESCROW AGREEMENT

Preferred Beneficiary Company Number _____

This agreement ("Agreement") is made effective _____, 20____ among DSI Technology Escrow Services, Inc. ("DSI"), County of San Diego ("Preferred Beneficiary") and any additional party signing the Acceptance Form attached to this Agreement ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties").

("Parties"), or individually as a party ("Party").

- A. Depositor and Preferred Beneficiary have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as the "License Agreement").
- B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.
- C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.
- D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.
- E. The Parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

- 1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the Parties, including the signing of the Acceptance Form, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement or, if the License Agreement does not identify the materials to be deposited with DSI, then such materials will be identified on Exhibit A to this Agreement. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. DSI shall have no obligation to either Party with respect to the preparation, accuracy, execution, signing, delivery or validity of Exhibit A.
- 1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the Parties regarding the status of the account as required in Section 2.2 below.
- 1.3 Acceptance of Deposit. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a visual deposit inspection. At completion of the deposit inspection, if DSI determines that the labeling of the media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Preferred Beneficiary. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI. Delivery of the

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the Deposit Materials have been received and accepted by DSI. OTHER THAN DSI'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, DSI SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

- 1.4 Depositor's Representations. During the term of this Agreement, Depositor represents as follows:
- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
 - b. With respect to all of the Deposit Materials and any materials provided solely for verification, pursuant to Section 1.5 of the Agreement ("Test Materials") Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement, provided further that DSI's or its independent contractor's use of any Deposit Materials or Test Materials, pursuant to Section 1.5 of this Agreement, is lawful and does not violate the rights of any third parties;
 - c. As of the effective date of this Agreement, the Deposit Materials are not the subject of any liens or encumbrances, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of DSI under this Agreement;
 - d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement, Exhibit A, or Exhibit B, as the case may be; and
 - e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.
- 1.5 Available Verification Services. Upon receipt of a written request from Preferred Beneficiary, DSI and Preferred Beneficiary may enter into a separate proposal agreement ("Statement of Work") pursuant to which DSI will agree, upon certain terms and conditions, to inspect the Deposit Materials consistent with one or several of the levels of verification described in the attached Technical Verification Options. Depositor consents to DSI's performance of any level(s) of verification described in the attached Technical Verification Options. Depositor shall reasonably cooperate with DSI by providing its facilities, computer software systems, and technical and support personnel for verification whenever reasonably necessary. If verification is elected after the Deposit Materials have been delivered to DSI, then only DSI, or at DSI's election, an independent contractor or company selected by DSI may perform the verification.
- 1.6 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version of the product, which is subject to the License Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. Any deposit updates shall be held in accordance with Sections 1.2 through 1.4 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.
- 1.7 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

- 2.1 Confidentiality. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement or any subsequent agreement between the Parties, including without limitation Section 1.5, DSI shall not disclose, transfer, make available, or use the Deposit Materials. DSI's independent contractors are subject to appropriate confidentiality restrictions with DSI. DSI shall not disclose the terms of this Agreement to any third party. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

to disobey any order from a court or other judicial tribunal including, but not limited to, notices delivered pursuant to Section 7.6 below.

- 2.2 Status Reports. DSI shall provide to Depositor and Preferred Beneficiary a report profiling the account history semiannually.

ARTICLE 3 -- RIGHT TO MAKE COPIES

- 3.1 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, but not limited to, the hardware and/or software needed. Any copying expenses incurred by DSI as a result of a request to copy will be borne by the Party requesting the copies. Alternatively, DSI may notify Depositor requiring its reasonable cooperation in promptly copying the Deposit Materials in order for DSI to perform this Agreement.

ARTICLE 4 -- RELEASE OF DEPOSIT

- 4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the following:
- 4.1a Reserved;
 - 4.1b Reserved;
 - 4.1c Depositor's failure to continue to do business in the ordinary course;
 - 4.1d Entry of an order for relief under 11 of the United States Bankruptcy Code;
 - 4.1e The making by Depositor of a general assignment for the benefit of creditors;
 - 4.1f The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property;
 - 4.1g Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or
 - 4.1h Joint written instructions from Depositor and Preferred Beneficiary.
- 4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Such notice shall be signed by the Preferred Beneficiary and on company letterhead. Unless DSI acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section, DSI shall promptly provide a copy of the notice to Depositor by commercial express mail. Such need for additional documentation or information may extend the time period for DSI's performance under this Section.
- 4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to DSI contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be signed by Depositor and on company letterhead. Upon receipt of Contrary Instructions, DSI shall promptly send a copy to Preferred Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 of this Agreement, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.
- 4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the Deposit Materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the Deposit Materials to the Preferred Beneficiary. However, DSI is entitled to receive any fees due DSI before making the release. Any copying expenses will be chargeable to Preferred Beneficiary. Upon any such release, the escrow arrangement will terminate as it relates to the Depositor and Preferred Beneficiary involved in the release.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

- 4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement, including, without limitation, the right to use, copy, and modify the Deposit Materials as needed solely for purposes permitted by the License in order to allow Preferred Beneficiary to continue to perform for itself, or obtain from other providers, the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.
- 4.6 Status of Agreement Under Bankruptcy Code. Notwithstanding any provisions to the contrary in this Agreement, Depositor acknowledges that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365(n) of Title 11, United States Code ("Bankruptcy Code"). Depositor acknowledges that if Depositor as a debtor-in-possession or a trustee-in-bankruptcy (collectively, "Trustee") in a case under the Bankruptcy Code rejects the License Agreement or this Agreement, Preferred Beneficiary may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365(n) of the Bankruptcy Code. After the commencement of a case under the Bankruptcy Code by or against Depositor and unless and until the License Agreement is rejected upon written request of Preferred Beneficiary to the Trustee, Trustee shall (a) not interfere with the rights of Depositor as provided in the License Agreement and this Agreement, including the right to obtain the Deposit Materials from DSI and (b) provide the Deposit Materials to the Preferred Beneficiary. If the Trustee rejects the License Agreement or this Agreement and Preferred Beneficiary elects to retain its rights, upon written request of Preferred Beneficiary to the Trustee, Trustee shall provide the Deposit Materials to the Preferred Beneficiary.

ARTICLE 5 -- TERM AND TERMINATION

- 5.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; (b) DSI instructs Depositor and Preferred Beneficiary in writing after its renewal date that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) DSI reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one year with subsequent terms to be adjusted to match the anniversary date of this Agreement. If the deposit materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.
- 5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all Parties to this Agreement affected by such delinquency. Any such Party shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one (1) month of the date of such notice, then DSI shall have the right to terminate this Agreement if such default is not cured within fifteen (15) days thereafter by sending written notice of termination to all Parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.
- 5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI shall return them to Depositor. If Deposit Materials are refused, unclaimed, or undeliverable, DSI may, at its sole discretion, destroy the Deposit Materials. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the Preferred Beneficiary in accordance with Section 4.4.
- 5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:
- a. The obligations of confidentiality with respect to the Deposit Materials;

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

- b. The obligation to pay DSI any fees and expenses due;
- c. The provisions of Article 7; and
- d. Any provisions in this Agreement that specifically state they survive the termination of this Agreement.

ARTICLE 6 -- DSI'S FEES

- 6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the Party responsible for payment of DSI's fees at least sixty (60) days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.
- 6.2 Payment Terms. DSI shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to DSI are paid in full. Initial fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. Payments on all renewal and services invoices are due net thirty (30) days from date of invoice. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2.

ARTICLE 7 -- LIABILITY AND DISPUTES

- 7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.
- 7.2 Indemnification. Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement except where it is adjudged that DSI acted with gross negligence or willful misconduct.
- 7.3 Limitation of Liability. In no event will DSI be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of DSI exceed ten times the fees paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.
- 7.4 Dispute Resolution. Any dispute relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by, a single arbitrator chosen by the San Diego Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply California law. Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If, however, Depositor or Preferred Beneficiary refuses to submit to arbitration, the matter shall not be submitted to arbitration and DSI may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by DSI, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Preferred Beneficiary.
- 7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

- 7.6 Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct DSI to take, or refrain from taking any action, that Party shall:
- a. Give DSI at least five (5) business days prior notice of the hearing;
 - b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
 - c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

ARTICLE 8 -- GENERAL PROVISIONS

- 8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and Exhibits described herein, embodies the entire understanding among all of the Parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a Party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Preferred Beneficiary, Exhibit C need not be signed, and the Acceptance Form need only be signed by the Parties identified therein.
- 8.2 Notices and Correspondence. All notices regarding Articles 4 and 5, and any Deposit Materials, shall be sent by commercial express or certified mail, return receipt requested. All other correspondence including invoices, payments and other documents and communications shall be sent First Class U.S. Mail and given to the Parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical and e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.
- 8.3 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.
- 8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives clear, authoritative and conclusive written evidence of the change of Parties.
- 8.5 Waiver. Any term of this Agreement may be waived by the Party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the Party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.
- 8.6 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

- 8.7 Attorney's Fees. In any litigation or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement (whether in contract, tort, or both), the prevailing Party who has proven in court by court decree, judgment or arbitrator's determination that the other Party has materially breached its representation and/or warranty under this Agreement shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce final judgment.
- 8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- 8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. DSI will be able to perform its obligations under this agreement once DSI has received a fully executed agreement.
- 8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

First 5 Commission of San Diego _____
Preferred Beneficiary

DSI Technology Escrow Services, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

DEPOSITOR ACCEPTANCE FORM FOR
MASTER PREFERRED AGREEMENT

Preferred Beneficiary Company Number _____

Depositor, Preferred Beneficiary and DSI Technology Escrow Services, Inc. ("DSI"), hereby acknowledge that _____ is the Depositor referred to in the Master Preferred Escrow Agreement ("Agreement") effective _____, 20____ with DSI as the escrow agent and County of San Diego as the Preferred Beneficiary. Depositor hereby agrees to be bound by all provisions of such Agreement.

Deposit Account Number _____

Notices and communications to Depositor
should be addressed to:

Invoices should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Verification Contact: _____

Contact: _____

P.O.#, if required: _____

Depositor

County of San Diego
Preferred Beneficiary

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

DSI Technology Escrow Services, Inc.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

EXHIBIT A

MATERIALS TO BE DEPOSITED

Deposit Account Number _____

Depositor represents to Preferred Beneficiary that Deposit Materials delivered to DSI shall consist of the following:

_____ Depositor	First 5 Commission of San Diego Preferred Beneficiary
--------------------	--

By: _____	By: _____
-----------	-----------

Name: _____	Name: _____
-------------	-------------

Title: _____	Title: _____
--------------	--------------

Date: _____	Date: _____
-------------	-------------

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

EXHIBIT B

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Deposit Account Number _____

Product Name _____ Version _____

(Product Name will appear as Exhibit B Name on Account History report)

DEPOSIT MATERIAL DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
----------	-------------------	---

_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

I certify for **Depositor** that the above described **DSI** has visually inspected and accepted the Deposit Materials have been transmitted to DSI: above materials *(any exceptions are noted above)*:

Signature _____

Print Name _____

Date _____

E-mail _____

Signature _____

Print Name _____

Date Accepted _____

Exhibit B# _____

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT**

EXHIBIT C

DESIGNATED CONTACT

Preferred Beneficiary Company Number _____

Notices, deposit material returns and communications to Preferred Beneficiary should be addressed to:

Invoices to Preferred Beneficiary should be addressed to:

Company Name: _____
Address: _____

Designated Contact: _____
Telephone: _____
Facsimile: _____

Contact: _____
P.O.#, if required: _____

E-mail: _____
Verification Contact: _____
Telephone/E-mail: _____

Requests to change the designated contact should be given in writing by the designated contact or an authorized employee.

DSI has two Operations Centers to serve you. Agreements, Deposit Materials and notices to DSI should be addressed to: (select location)

All invoice fee remittances to DSI should be addressed to:

Attn: Client Services
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 770-239-9200
Facsimile: 770-239-9201
E-mail: clientservices@dsiescrow.com

DSI Technology Escrow Services, Inc.
PO Box 27131
New York, NY 10087-7131

Date: _____

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 4: ESCROW AGREEMENT

TECHNICAL VERIFICATION OPTIONS

LEVEL I - Inventory

This series of tests provides insight into whether the necessary information required to recreate the Depositor's development environment has been properly stored in escrow. These tests detect errors that often inhibit effective use of the escrow deposit.

Steps include: Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. At completion of testing, DSI will distribute a report to Preferred Beneficiary detailing DSI's investigation. This report will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as DSI's analysis of the deposit. When identifying materials required recreating Depositor's software development environment, DSI will rely on information provided in Depositor's completed questionnaire (obtained via a DSI verification representative) and/or information gathered during DSI's testing experience.

LEVEL II - Build

This series of tests includes a standard effort to compile the Deposit Materials and build executable code.

Steps include: Recreating the Depositor's software development environment, compiling source files and modules, recreating executable code, and providing a listing of the hardware and software configurations necessary to recreate the Depositor's software development environment. DSI will also create a report detailing the steps necessary to recreate the development environment, problems encountered with testing, and DSI's analysis of the deposit.

LEVEL III - Validation

A Level III verification consists of testing the functionality of the compiled Deposit Materials (in a production setting or similar environment) and can be accomplished through one of the following three options:

Option A – With the Depositor's approval, executables created by DSI during Level II testing are provided to the Preferred Beneficiary for functionality testing.

Option B – The Preferred Beneficiary provides DSI with a copy of its licensed executables. DSI compares the executables created during Level II testing with the licensed executables and provides a comparison report to all parties.

Option C – DSI recreates the runtime environment for the licensed technology and activates the executables created during the Level II testing into that environment. (The environment is generally "scaled down" from the actual live environment.) DSI then runs test scripts supplied by the Preferred Beneficiary and provides a report of the test results to all parties. This may require Depositor approval.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 5: CONFIDENTIALITY AGREEMENT

TEMPORARY WORKER, EMPLOYEE, SUBCONTRACTOR CONFIDENTIALITY AGREEMENT

I understand that I have been retained by _____ (“Company”) to perform work on a temporary basis for the Commission of San Diego (“Commission”). I UNDERSTAND AND ACKNOWLEDGE THAT I AM NEITHER AN EMPLOYEE OF Commission, NOR HAVE I BEEN HIRED BY Commission.

In consideration of my being permitted to work on the CMEDS for the Commission of San Diego:

- 1 I agree not to disclose to others, or take or use for my own purposes or the purposes of others, during or after my work on behalf of Commission, any Information disclosed by the Commission in the course of my work on this project. As used herein, “Information” includes: trade secrets and other confidential or proprietary business, technical, personnel or financial information, whether or not my work product, in written, graphic, oral or other tangible or intangible forms, including but not limited to, specifications, samples, records, data, computer programs, drawings, diagrams, models, Commission names, business or marketing plans, studies, analysis, projections and reports, communications by or to attorneys (including attorney-client privileged communications), memos or other materials prepared by attorneys or under their direction (including attorney work product), and software systems and processes. Any Information that is not readily available to the public shall be considered to be a trade secret and confidential and proprietary, even if it is not specifically marked as such, unless Commission advises me otherwise in writing.
- 2 I agree that on termination of my work on behalf of Commission that I will return to Commission all property belonging to Commission, including all documents or other media in my possession or control that in any way incorporate or reflect any Information.
- 3 The interpretation of this Agreement shall be governed by the laws of the State of California, irrespective of its choice of laws principles.
- 4 If any provision or any part of a provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement or provision, but rather the entire Agreement or provision shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof.
- 5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained therein. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby. Except as otherwise provided in this Agreement, this Agreement may not be modified, supplemented or amended, except by written instrument executed by both parties.

NOTICE

THIS IS A LEGAL DOCUMENT.

READ IT CAREFULLY BEFORE SIGNING IT

Dated: _____, 20__

(Signature)

(Print Name)

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 6: SUPPORT SERVICES

**TERMS AND CONDITIONS FOR PROVISION OF MAINTENANCE AND Commission REQUESTED
ENHANCEMENTS AND SUPPORT SERVICES**

Schedule of Maintenance

1. General.

Contractor shall provide Maintenance Services, as described herein, without additional charge, except as expressly identified as a for-fee service, until the expiration of the Warranty Period immediately following Systems Acceptance. Following expiration of the Systems Warranty Period and continuing through the Term, Contractor shall continue to provide Maintenance Services for the Systems Software for the Systems Software Maintenance Fee specified in Exhibit 14.1 (Price and Schedule of Payments), and subject further to Paragraph 15 (Maintenance, Support And Professional Services) of the Agreement. This includes free use by the Commission of Contractor's help desk during the Term. Certain Other Professional Services (see Section 4 of this Exhibit) are included as Maintenance Services until the expiration of the Systems Warranty Period immediately following Systems Acceptance. Thereafter, if such Other Professional Services are requested in writing by Commission pursuant to a Change Order, they will be billed to the Commission at Contractor's then current published rates. Contractor's published rates, as of the execution date of this Agreement, are included in Schedule 3 (Other Professional Services) of Exhibit 14.1. Such published rates may be modified from time to time upon ninety (90) days prior notice to Commission.

2. Maintenance Services.

Help Desk: Contractor shall provide immediate telephone response through the help desk, (949) 770-5550, during Help Desk Hours. Help desks shall be staffed during the local hours of 8:00 A.M. PST through 5:00 P.M. PST, Monday through Friday, excluding the holidays of: New Year's Day, Martin Luther King Birthday, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If such holidays fall on a Sunday, they are observed on the following Monday. If such holidays fall on a Saturday, they are observed on the preceding Friday (collectively "Help Desk Hours"). Help desk accepts tickets 24/7 via email address: support@persimmony.com. Contractor may relocate its help desk, so long as such relocation does not diminish the availability of the help desk to the Commission.

Documentation. Contractor shall maintain a maintenance history for all Maintenance Services work requests, and for all services provided under this Exhibit.

Updates. Contractor shall provide Updates as required pursuant to the Agreement, or as Contractor deems necessary and useful to the performance of the System.

Customer Support

Persimmony provides user and system support for Persimmony clients within the client's subscription fees, as shown in Table 1, below.

Email support	Mon – Fri 8 a.m. – 5 p.m.
Phone support	Mon – Fri 8 a.m. – 5 p.m.
Dedicated Project Manager	Mon – Fri 8 a.m. – 5 p.m.

Table 1: Key Support Features

1. All times listed are Pacific Time (PT), excluding U.S. holidays.
2. We will try to answer questions immediately; otherwise response will be within 2 hours.

How to Contact Customer Support

Persimmony provides several different ways to contact support:

- Help Desk Support: Users can contact support via email at Support.Persimmony.com/support/home.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 6: SUPPORT SERVICES

After Hours

Persimmony Customer Support monitors an after-hours phone line for emergency situations from 5:00 p.m. – 8 a.m. (PT) Monday – Thursday, and 5:00 p.m. (PT) Friday through 8:00 a.m. (PT) the following Monday (including Saturday, Sunday, and holidays). After-Hours are intended to be used only for major issues; for example, unscheduled system downtime, or a defect preventing an organization from utilizing Persimmony. If your call is not regarding an outage or major performance problem, it will be addressed the following business day.

User Responsibilities

Administrators are expected to complete all Persimmony basic administrators training before they begin contacting Support. Non-administrator users also have a responsibility to obtain an understanding of the features before utilizing Support. Customer Support provides free online trainings through our online Help Manual and Video Trainings. The user also has a responsibility to understand what they need when contacting Support.

Persimmony Responsibilities

Persimmony's representative is responsible for gathering the customer/user's information and for determining their needs by listening and asking clarifying questions. When evaluating the customer's needs, it is our responsibility to determine whether the question or issue can be resolved by Tier 1 support. If not, the customer/user may be scheduled for advanced support with a more senior member of the team and/or forwarded on to their Project Manager.

Support Tracking

When users contact Customer Support, a case will be entered into our tracking system resulting in a unique case number. This case number will be provided to the customer and will be left open until the case is resolved. Each time a user contacts Support with a different question or issue, a new case will be entered into the system.

Response Time

Response times may vary and is highly dependent upon the type of the problem. Our initial target response time ranges depending on the priority of the case submitted. See below for details and definitions of case priorities and target response times:

Critical/System Down – These cases apply to a software access not available or so severely impacting you with no acceptable workaround that you cannot reasonably continue business operations. Target response time is immediate or less than one business hour. The Development Team works to resolve these issues immediately with a target resolution of two (2) business hours or less.

High – Your use of the software is continuing but there is a serious impact on operations. Software is operational with one or more important features unavailable with no acceptable workaround. High-priority requests can apply to time-sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is four (4) business hours. The Development Team works to resolve these issues immediately with a target resolution of three (3) business days or less.

Medium – Your use of the software is continuing but there is a moderate impact on business operations. User is reporting that the software is operational with one or more important features unavailable but there is an acceptable workaround. Medium-priority requests can apply to time-sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is one (1) business day. The Development Team will remedy the situation within its normal release cycle. The target is to remedy these issues within ten (10) business to twenty (20) business days or less.

Low – Software is operational with problems or errors which have little impact on system operations. Low priorities can apply to enhancement requests, questions on best practice, request for more information on a specific feature, or comments on the software. Target response is one (1) business day. These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect. Issue can be categorized as a higher priority if it is affecting a large number of customers.

To provide the highest level of quality service to all our customers, critical/business down cases will be reviewed first. Case priorities can be adjusted after the case has been submitted if additional information is provided, or discovered. If the case priority is adjusted by a Customer Support Representative, the representative will notify user of the change and provide an explanation for the change.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 6: SUPPORT SERVICES

3. Commission Escalation Process.

Contractor Commission Support is focused on providing the best support possible for Commissions and partners. The Commission escalation process is designed to be implemented when a Commission feels that their incident is not progressing in a timely manner or there is a problem with the level of service provided.*

The escalation path for Commission Support incidents is for the First 5 COR to:

- Support Representative assigned to your incident upon creation of ticket received at support@persimmony.com
- Supervisor of the assigned representative (Program Lead)
- Director of Commission Support (IT Manager)
- Vice President level (President)

Refer to Attachment 2 'Organizational List' for contact information.

4. General Support Services at Contractor's then published rates.

Contractor shall provide unlimited hours of Support Services during business hours. The skills of the individuals performing the Support Services shall be sufficient, in the reasonable judgment of Commission, to efficiently perform the subject Support Services. If in the reasonable judgment of Commission the skills of the individual(s) assigned by Contractor to perform Support Services are inadequate to efficiently perform the Support Services assigned to them, Contractor shall replace the individual(s) with individual(s) having superior skills such that the Support Services may be efficiently performed by the replacement worker. The Support Services shall be subject to Acceptance in accordance with the terms of the Agreement.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS

The following are business critical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product will comply with the requirement
MR-1	The solution shall protect the privacy of customer personal identifiable information (PII) in accordance with Federal and State regulations, and the County of San Diego Security Services Management Plan. Please describe how the solution meets the requirements.	YES	As detailed in the responses below, the solution is securely hosted on Azure Government Cloud, undergoes annual SOC 2 audit, and follows best practices to remain HIPAA compliant.
MR-2	All support for the solution shall be provided from locations within the borders of the United States including customer service and non-client facing technology and infrastructure support personnel.	YES	Confirmed
MR-3	All data processed and stored by this solution shall only traverse networks contained within the borders of the United States.	YES	Confirmed
MR-4	Endpoint Detection & Response (EDR) or Anti-Malware protection software shall be installed on all systems supporting the solution. Please describe the specific software that the solution uses.	YES	Software is hosted on Azure Government Cloud on web app services. EDR is N-able and MS Sentinel. Anti-malware is Microsoft Defender for Cloud. Both are professionally monitored 24/7.

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS**

The following are business critical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product will comply with the requirement
MR-5	Solution shall support data in-transit encryption, including but not limited to: 1. Client to server communications 2. Server to server communications 3. Database communications 4. API communications 5. List any unencrypted data-in-transit instances the solution requires	YES	All transmitted data are encrypted in transit
MR-6	The solution shall support data encryption for all data at rest including: 1. Disk level encryption 2. Database/Storage/Share Encryption 3. File level encryption	YES	All data at rest are encrypted; file-level encryption with TDE
MR-7	Contractor shall provide <u>dedicated internet protocol addresses</u> and <u>URLs</u> for the County implementation (not multi-tenant) to use County DNS (not re-direct to the contractor environment). This will enable the use of County DNS and security standards such as 24/365 DNS availability, Web Application Firewall, Geo-blocking, Security Monitor, Client Reputation, IP Allow/Deny lists, Bot Management, Dynamic Site Accelerator, DDOS defense, primary and secondary DNS services, and interface to internal DNS services.	YES	Dedicated IP addresses and URLs are already implemented, and the County's implementation is single tenant.

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS**

The following are business critical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product will comply with the requirement
MR-8	Contractor shall use County domains (sandiegocounty.gov and sdcounty.ca.gov) in the public reservation system and provide endpoint URL/IPs to the County for entry into the County's DNS. Additionally, Contractor shall use County provided DNS URL for entry into contractor DNS and only allow traffic from that County provided URL (Only allow county provided IP range and block all other IP for HTTP and HTTPS traffic)	YES	County domain and DNS URL already implemented
MR-9	Solution shall be a web browser based application on a browser version supported by the leading browser market share vendors (e.g. Google Chrome, Microsoft Edge, Apple Safari, etc).	YES	
MR-10	The solution product development teams shall not have access to production infrastructure and/or production data.	YES	Product development teams do not have access to production infrastructure or production data.
MR-11	All application and system integration credentials shall be integrated with the County's external identity provider including: a. Application Service to Application Service credentials b. Application Service to Database credentials c. API credentials	YES	Integrations will be integrated with the County's IDP.

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS**

The following are business critical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product will comply with the requirement
MR-12	The solution must prevent the following items from being stored/hardcoded within the source code: 1. Passwords 2. API keys 3. Certificates 4. Tokens 5. Hashes 6. Anything considered secret	YES	All API keys, certificates, and secrets are stored in Azure Government Key Vault. Storing or hard-coding in the source code is prohibited.
MR-13	Solution shall support role-based access (RBAC) incorporating the principle of least privilege.	YES	RBAC using PoLP is enforced and regularly reviewed.
MR-14	All cryptographic functions performed within the solution (e.g., data encryption, key management, hashing, digital signatures) shall utilize FIPS 140-3 validated cryptographic modules. Any cryptographic module employed for data-in-transit or data-at-rest encryption, as well as authentication protocols, shall meet or exceed the requirements as defined in NIST FIPS 140-3 (Security Requirements for Cryptographic Modules) and NIST SP 800-131Ar2 (Transitioning the Use of Cryptographic Algorithms and Key Lengths).	YES	All cryptographic functions meet or exceed the requirements.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS

The following are business critical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product will comply with the requirement
MR-15	All solutions, systems, and applications within the environment shall not use the following deprecated or legacy protocols and ciphers, due to known security vulnerabilities and/or insufficient cryptographic protection: • SSLv2.0/SSLv3.0 • TLS 1.0/TLS 1.1 • SMBv1/SMBv2 • LM/NTLMv1/NTLMv2 • FTP without TLS • SSHv1	YES	Confirmed, none of the listed protocols are in use.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS

MR-16	Contractor shall meet the following requirements for a trusted system wherein County official records are only maintained in digital format as determined by County Chief Administrative Office Policy 0040-09, to meet compliance with the associated record retention schedule (County will provide specific retention schedule for the records): A trusted document management system ensures that all electronically stored information can be considered to be a true and accurate copy of the original information received regardless of the original format. The trusted document management system must ensure that at least two (2) separate copies of the electronically stored information are created meeting, at a minimum, all the following conditions: (a) The trusted document management system must utilize both hardware and media storage methodologies to prevent unauthorized additions, modifications or deletions during the approved lifecycle of the stored information (b) The trusted document management system must be verifiable through independent audit processes ensuring that there is no plausible way for electronically stored information to be modified, altered, or deleted during the approved information lifecycle (c) The trusted document management system must write at least one copy of the electronic document or record into electronic media that does not permit unauthorized additions, deletions, or changes to the original document and that is to be stored and maintained in a safe and separate location.	YES	
--------------	--	-----	--

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS**

The following are detailed technical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product complies with the requirement
General Regulatory			
DR-1	Contractor shall provide a SOC 2 report as requested by the County. Contractor will furnish the Department with a copy of Contractor's annual independent service auditor's report on Contractor's controls relevant to security, availability, processing integrity, confidentiality, and privacy. The SOC audit report must be a type 2 report that includes management's description of Contractor's system and the suitability of the design controls set forth in AICPA Trust Services Criteria Section 100 (2017). This independent audit of the Contractor's controls must be completed in accordance with the AICPA SSAE No. 18 (SOC 2, Type 2). The SSAE 18 (SOC 2, Type 2) annual audit will include all programs under the Contract and will be conducted at the Contractor's expense. If the Contractor's SSAE 18 (SOC 2, Type 2) audit covers less than twelve (12) months of a calendar year, the Contractor will provide a bridge letter to the Department, stating whether processes and controls have changed since the SSAE 18 (SOC 2, Type 2) audit. In addition, the Department requires Contractor to submit a letter of attestation indicating Contractor's receipt of management's assertion of control compliance from Contractor's subcontractors.	YES	
DR-2	Solution shall comply with the follow laws and standards: Health Insurance Portability and Accountability Act (HIPAA) of 1996. Fair Labor Standards Act (FLSA)Occupation Safety and Health Act (OSHA) Protecting PII - Privacy Act, FBI CJIS Security Policy (CSP)	YES	
Security			

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS

The following are detailed technical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product complies with the requirement
DR-3	Solution shall support PKI infrastructure and allow for both Server and Client Authentication i.e. mutual authentication.	YES	
DR-4	Solution shall support role-based (RBAC) access. Please describe the roles that are available in the product and how RBAC is satisfied.	YES	
DR-5	Solution shall support the ability to define custom access roles and associated permission sets.	YES	
DR-6	Solution shall have access permissions configurable at the application module, screen and function level.		
DR-7	Solution shall permit access roles to both users and groups.	YES	
DR-8	Solution shall require service account(s) and allow for application of least privileged access for these accounts. Required permissions for these accounts shall be delivered in documentation.	YES	
DR-9	Solution shall provide authorized CoSD Business/Operational Administrators the ability to assign authorized customers permissions. Describe how this completed in the system.	YES	Permissions are managed by authorized users in Security settings
DR-10	Solution shall use an encryption key management process. Please describe your process and solution	YES	Azure Key Vault, Azure Monitor, Azure Activity Logs
DR-11	Encryption keys shall be rotated automatically on a periodic basis. Please describe how this is achieved.	YES	Azure Key Vault handles automatic key rotation

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS**

The following are detailed technical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product complies with the requirement
DR-12	The solution shall provide audit logging for (you will be asked to demonstrate each of these): 1. Successful user login and logoff 2. Log on attempt and failed data access attempts 3. System and application file access 4. System change attempts 5. User and Service account changes, including a. Account creation b. Account role changes/modification c. Deletion 6. Use of privileged user account 7. All changes to security configuration, including: a. User access changes b. Deletion of audit logs	YES	
DR-13	The solution shall retain audit logs within the server or application as appropriate for data classification and special mandates imposed by state and federal laws: - Health Insurance Portability and Accountability Act (HIPAA) retention minimum of six (7) years per California Cal. Code Regs. Title 22, 72543	YES	
DR-14	The solution shall provide logs for edits and additions made to business data to include the date / time stamp and editor identification.	YES	

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS

The following are detailed technical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product complies with the requirement
DR-15	The solution shall have all actions with the software application log for attribution to a specific user.	YES	
DR-16	Solution shall allow for the collection and consumption of generated audit logs such as SIEM Connector, Syslog, WEF. Please indicate how this is performed.	YES	
DR-17	Solution shall use secure Web APIs for all application interfaces using TLS/HTTPS to encrypt data in transit. In addition, the contractor shall use secure coding practices to avoid vulnerabilities and validate and sanitize all inputs to prevent injection attacks.	YES	
DR-18	Solution shall use SFTP for file transfers if secure Web APIs are not available.	YES	
Solution Architecture			
DR-19	Solution shall have a tool and documented process for data conversion and migration. Please describe your solution	YES	
DR-20	Solution must provide high availability for the database/datastore. Please describe how high availability is accomplished.	YES	Replicated to secondary region with failover
DR-21	Solution must use a responsive UX design pattern to render on a variety of devices and window or screen sizes from minimum to maximum display size to ensure usability and satisfaction. Please describe in detail how this is accomplished.	YES	
DR-22	Please explain the solutions ability to scale to XXX users. ADD Requirement: Solution must support XXX users.	YES	
DR-23	The solution must support the use of mobile devices. Please describe in which operation systems and versions are supported.	YES	

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS

The following are detailed technical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product complies with the requirement
DR-24	The solution must support the deployment of mobile software through the County's MDM solution (Microsoft Intune).	NO	
Service Level/Performance/Capacity Requirements			
DR-25	The solution must need the following service level for response time: a. Performance Target = Response Time 24/7, <2 seconds b. SL Performance (%) = Aggregate 99.0% Please describe how this can be accomplished.	YES	
DR-26	The solution must meet the following service level for application availability: a. Performance Target = Available 24/7 b. SL Performance (%) = 99.90% Please describe how this can be accomplished.	YES	
DR-27	Solution must have a Recovery Time Objective (RTO) within 48 hours. Please explain how this is accomplished.	YES	
Infrastructure Requirements			
DR-28	The solution shall be configured to support multiple system environments (development, test, and production)	YES	

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
ATTACHMENT 7: IT REQUIREMENTS**

The following are detailed technical requirements that proposer must respond to. All Information Technology Requirements shall be incorporated as an Attachment to Exhibit A - Statement of Work. State Yes or No to indicate whether or not your solution will meet the requirement. If No, state what work is necessary to meet the requirement or how your solution will meet the requirements and the work necessary to meet the requirements - indicate costs if needed. Applicable product literature or technical documentation can be provided to support your response.

The County will favor a response that substantially meets the Information Technology requirements outlined in this document. Should you take exception(s) to the requirements, you understand that the County may, as part of its evaluation process, conclude that exceptions are so material as to make the Offeror's response to the solicitation unacceptable.

Response #	Requirement Description	YES/NO	Vendor Response and Comments. Please describe how your product complies with the requirement
DR-29	The solution shall use a database that is currently supported and can receive feature and security patching.	YES	
DR-30	Vendor shall provide service desk support during the hours from 0700 - 1800 Pacific Time Zone.	YES	

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT B: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. **Automobile Liability** covering all owned, non-owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. **Cyber/Information Security Liability** \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
- E. **Technology (Errors & Omissions)** appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- F. **Fidelity** \$250,000 coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

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

2. Self-Insured Retentions

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT B: INSURANCE REQUIREMENTS

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

3. Other Insurance Provisions

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

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

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

General Provisions

4. Qualifying Insurers

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

5. Umbrella or Excess Policy

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

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT B: INSURANCE REQUIREMENTS

6. Evidence of Insurance

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

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

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

11. Claims Made Coverage

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

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT B: INSURANCE REQUIREMENTS

12. Subcontractors' Insurance

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

13. Waiver of Subrogation

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

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT C: PAYMENT SCHEDULE

PERSIMMONY: FIRST 5 SAN DIEGO CONTRACT PRICING

PERSIMMONY PRICING PHILOSOPHY

Given our extensive experience with Prop10 and First 5, we at Persimmony have built our pricing methodology on the following foundation: First 5 evaluation and data collection needs are dynamic.

The reality is there are changes to how data is collected and what data is collected - at both state and local levels. We believe it would be misleading to offer an "introductory" price that would then need to be enhanced as customization changes are required and requested. After all, customizing a data system is what allows users to own, use and support the system.

Our pricing is not based on an hourly fee for customization because the number of hours (i.e., the number of changes required) cannot be predicted. Nor can you, our customer, accurately measure the true number of hours required to fill a customization request (i.e., have a true sense of how long it will take - which translates to how much it will cost you - to develop the requested customization, no matter how small the request).

Our pricing is all inclusive to accommodate the ever-changing nature of data collection within First 5; allowing First 5 San Diego staff and the funded First 5 San Diego programs to add/modify/change how and what is collected - all without having to wait for additional customization fees to get approved, funded, and then finally scheduled for upload. With Persimmony, your database can be modified "on the fly" to reflect even the smallest of changes... all at no additional cost.

PERSIMMONY GUARANTEES

Persimmony pricing includes ALL CUSTOMIZATION for the life of the contract. This includes additional customization to accommodate First 5 San Diego evaluation data needs, the state's data requirement needs including annual changes, and First 5 San Diego funded program-specific needs.

Persimmony can be used on WINDOWS, MACs, and UNIX.. Persimmony only requires an Internet connection and a browser.

Persimmony is Web-based for ALL USERS.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT C: PAYMENT SCHEDULE

PRICING NARRATIVE

Included in the contract periods (and associated Optional Years) are the following costs:

- Persimmony's standard First 5 Online Database. Standard database services includes system maintenance and programming, ASP operations, user licensing, software support and help desk, dedicated data coaching and assistance, data quality assurance, partnership with First 5 San Diego and their evaluator, and annual evaluation reporting.

Dedicated Data Coaching and Assistance: Dedicated phone and e-mail support that goes beyond troubleshooting software problems to include on-demand coaching, assistance with use Persimmony as an evaluation tool, identifying data entry mistakes, providing tips on good data practices, and assistance with interpreting report data.

Data Quality Assurance: Periodic data checks on each program's data consistency in order to help First 5 be proactive about maintaining the quality and reliability of data being entered into the database.

Partnership with First 5 San Diego Evaluator: Ongoing coordination with First 5 San Diego's designated evaluator to ensure they are proficient with Persimmony's functionality. Our team will provide support for proper configuration to meet the Commission's evaluation needs, data analysis within Persimmony, and data export and use with external software programs (i.e., SPSS, SAS, Excel, etc.).

Annual Evaluation Reports: Coordinating with First 5 San Diego Commission staff and evaluators to meet their data analysis needs and complex ad-hoc information processing needs for annual local evaluation reports.

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT C: PAYMENT SCHEDULE

PERSIMMONY PRICING: FIRST 5 SAN DIEGO	
Standard Persimmony First 5 Online Database VARIABLE PRICING BASED ON NUMBER OF USERS ■ System Maintenance and Programming ■ ASP Operations ■ User Licenses ■ Software Support and Help Desk	\$187,765
Technical Assistance and Support ■ Dedicated Data Coaching and Assistance ■ Data Quality Assurance ■ Partnership with First 5 San Diego Evaluator ■ Annual Evaluation Reports	Included in Price
Annual Server Hosting and Licensing Fees ■ Server Software Licenses ■ Server Hosting ■ Server Maintenance ■ Database Administration and Backups	\$61,005
Persimmony Users Group Membership ■ Includes all approved User Group database enhancements for the Standard Persimmony product.	Included in Price
■ Ongoing 2nd Tier Support to Commission's team who provides 1st Tier help desk support to CMEDS users.	\$15,000
TOTAL	\$263,770

Consultative services for creation of new module/software related to additional report development, training, data coaching and customization services negotiated separately at a rate of \$125/hr. Added end-user licenses (\$400/user) in blocks of 20 users.

STOP HERE

CUSTOMIZATION FEATURES FOR THE LIFE OF THE CONTRACT... NOT JUST AT START-UP!

UNLIMITED REPORTS: Customize an unlimited number of reports developed specifically for any First 5 San Diego stakeholder for 24/7 access to up-to-the-minute data with point and click reporting.	Included in Price	\$0
UNLIMITED SURVEYS: Add or customize an unlimited number of surveys/questionnaires developed for any First 5 San Diego stakeholder for 24/7 access (e.g., MDRDP, DRDP, ASQ surveys, Parent Behavior Checklists, program questionnaires, surveys for grantees, etc.).	Included in Price	\$0
CUSTOMIZED DATA FIELDS: Customization of all existing data field drop-down options.	Included in Price	\$0
CUSTOM FIELDS: Add/modify/hide any data field within the Persimmony First 5 database.	Included in Price	\$0
DELETING CLIENTS: Restrict or allow funded program users the rights to delete clients.	Included in Price	\$0
DELETING SERVICES: Restrict or allow funded program users the rights to delete services.	Included in Price	\$0
PARTIAL DATA ENTRY: Restrict or allow funded program users the rights to add incomplete data.	Included in Price	\$0
USER DASHBOARD: Customized dashboard.	Included in Price	\$0
AGENCY SETUP: First 5 San Diego staff can setup/add/modify an unlimited number of agencies within the system 24/7.	Included in Price	\$0
CONTRACT SETUP: Add an unlimited number of contracts within the system 24/7.	Included in Price	\$0

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT C: PAYMENT SCHEDULE

CONTRACT RENEWAL AND TERMINATION: Automated contract renewal is just one click to renew a funded program from one year to the next while terminating contracts are automatically closed without user intervention.	Included in Price	\$0
STRATEGIC PLAN: Integrated strategic plan (from 1 to 4 levels).	Included in Price	\$0
SYSTEM REMINDERS AND E-MAIL BLASTS: Unlimited number of automated e-mail communiqués to all or selected system users; as well as an unlimited number of automated reports delivered by e-mail to all or selected system users.	Included in Price	\$0

Pricing and Payment Schedule for all Software, Deliverables and Services in accordance with the Integrated Program Plan, Specifications and this Agreement. The pricing is both fixed and variable.

FIXED PRICE:

Annual Server Hosting and Licensing Fees: Server software licensing, hosting and maintenance as well as database administration and backups shall be at a fixed price of \$61,005. The annual license period starts on the date of the receipt of an approved IPP.

Trainings: A fixed price of \$15,000 per year after the first year for all trainings: including virtual trainings, one-on-one assistance, re-trainings and new hire trainings.

VARIABLE PRICE:

Database System: A variable price based upon the number of users. The standard Commission Online Database Software includes software maintenance and programming, ASP operations, user licenses, software support and help desk, as well as technical support. Pricing for future fiscal years shall be based upon the number of users as determined in Exhibit 14.1.

Payment Schedule:

Database System Payment: Payment for the Database System portion of the contract shall be based upon the approved budget made quarterly upon approval of each quarter's invoice.

The Maximum Contract Value for the entire term and up to three hundred and forty (340) users shall not exceed five million nine hundred thirty thousand seven hundred forty-one dollars (\$5,930,741).

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT C: PAYMENT SCHEDULE

First 5 Commission of San Diego	
PROGRAM BUDGET	
CMEDS	
Contract # 524597	
July 1 - June 30	
APPROVED OPTION YEARS (refer to each approved new FY budget for line item breakdown and narrative)	ANNUAL MAX OPERATIONS DOLLAR AMOUNT
FY 08-09 through FY21-26	\$4,841,182
FY 26-27	\$263,770
FY 27-28	\$269,403
FY 28-29	\$275,205
FY 29-30	\$281,181
TOTAL CONTRACT AMOUNT	\$5,930,741

Total Annual license fee for 80 to 340 users in blocks of 20

The table below details pricing based on user blocks (20 users per block).

From	Up to	Yearly	Quarterly
From 321 to	340 USERS	\$191,500.00	\$ 47,875.00
From 301 to	320 USERS	\$183,500.00	\$ 45,875.00
From 281 to	300 USERS	\$175,500.00	\$ 43,875.00
From 261 to	280 USERS	\$167,500.00	\$ 41,875.00
From 241 to	260 USERS	\$159,500.00	\$ 39,875.00
From 221 to	240 USERS	\$151,500.00	\$ 37,875.00
From 201 to	220 USERS	\$143,500.00	\$ 35,875.00
From 181 to	200 USERS	\$135,500.00	\$ 33,875.00
From 161 to	180 USERS	\$127,500.00	\$ 31,875.00
From 141 to	160 USERS	\$119,500.00	\$ 29,875.00
From 121 to	140 USERS	\$111,500.00	\$ 27,875.00
From 101 to	120 USERS	\$103,500.00	\$ 25,875.00
From 81 to	100 USERS	\$95,500.00	\$ 23,875.00
Up to	80 USERS	\$87,500.00	\$ 21,875.00

Methodology for true-up based on number of users

Contractor Annual license Fee - Within ten days (10) after the end of each month the Parties will establish by mutual agreement the total number of active licenses in excess of 80 if any. License in excesses of 80 shall be acquired in

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 524597
AGREEMENT WITH PERSIMMONY INTERNATIONAL, INC. FOR
CONTRACT MANAGEMENT EVALUATION DATA SYSTEM (CMEDS)
EXHIBIT C: PAYMENT SCHEDULE

blocks of 20. Blocks of 20 licenses shall be prorated by the number of month's remaining in the annual license period. The annual license period starts on the date of the signing of the System Acceptance Certificate.

Example of licenses adjustment:

Month 4 add of 40 new licenses $40 * \$400 = \$16,000 / 12 * 8$ or \$10.66.67 for the additional licenses for that year

Month 7 add of 20 new licenses $20 * \$400 = \$8,000 / 12 * 5$ or \$3,333.33 for remaining license period for that year

Hosting Fee and Server Licensing Fee - Semiannually the Parties will establish by mutual agreement the total number of active licenses in excess of 340 if any. License for the hosting and server fee for the remainder of the year will be adjusted upward by one half of the then current Hosting Fee and Server licensing fee for users greater than 341.

Example: Month 6 (Semiannually) in year 3 no users 205 – Annual Fee increase for 201 to 400 \$24,900.00 * 1.05 (year two adjustment) * 1.05 Year three adjustment \$27,452/2 for an additional \$13,726.00 fee for year 3.

Additional Pricing information - Contractor is required to have legal licensing for each user. With software licensing, it does not matter if the user logs on once or hundreds of times, the EULA (End User License Agreement) states that each user has to have a legal copy.

MINIMUM LICENSE RECOMMENDATION: At a minimum, it is recommended that there are at least 2 people per program with user licensing – this ensures that if one is out sick or on vacation, the program is able to continue to add data and access reports. Also, it is recommended that one of these users is a data entry person and the other is a manager to run reports, check data, update milestones, etc.

Brief Description of items and services in License fee:

Standard Contractor Commission Online Database System

- System Maintenance and Programming
- ASP Operations
- User Licenses
- Software Support and Help Desk

Technical Assistance and Support

- Dedicated Data Coaching and Assistance:
- Data Quality Assurance
- Partnership with Commission Evaluator
- Annual Evaluation Reports

Contractor Users Group Membership

- Includes all approved User Group database enhancements for the Standard Contractor product.

Hosting and Server Fees

- Server Software Licenses
- Server Hosting
- Server Maintenance
- Database Administration and Backups

524597 CMEDS FY2627

Final Audit Report

2026-06-09

Created:	2026-06-09 (Pacific Daylight Time)
By:	Nancy Page (nancy.page@sdcounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg4PnAmtYHHI7eWwoeJ0DWkT4lZTnsSgq

"524597 CMEDS FY2627" History

-  Document created by Nancy Page (nancy.page@sdcounty.ca.gov)
2026-06-09 - 11:18:30 AM PDT- IP address: 170.213.19.41
-  Document emailed to james.greaves@persimmony.com for signature
2026-06-09 - 11:18:44 AM PDT
-  Email viewed by james.greaves@persimmony.com
2026-06-09 - 12:16:08 PM PDT- IP address: 146.75.164.1
-  Signer james.greaves@persimmony.com entered name at signing as James Greaves
2026-06-09 - 12:30:19 PM PDT- IP address: 170.55.170.234
-  James Greaves (james.greaves@persimmony.com) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-06-09 - 12:30:21 PM PDT- IP address: 170.55.170.234
-  Document e-signed by James Greaves (james.greaves@persimmony.com)
Signature Date: 2026-06-09 - 12:30:21 PM PDT - Time Source: server- IP address: 170.55.170.234 - Signature Appearance Selected: TYPE
-  Document emailed to Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) for signature
2026-06-09 - 12:30:23 PM PDT
-  Email viewed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)
2026-06-09 - 12:55:01 PM PDT- IP address: 170.213.19.42
-  Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-06-09 - 12:56:18 PM PDT- IP address: 170.213.19.42
-  Document e-signed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)
Signature Date: 2026-06-09 - 12:56:18 PM PDT - Time Source: server- IP address: 170.213.19.42 - Signature Appearance Selected: IMAGE

✔ Agreement completed.

2026-06-09 - 12:56:18 PM PDT



Powered by
Adobe
Acrobat Sign