

**FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT # 552716 AMENDMENT # 16**

Health Quality Partners of Southern California (“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: **Oral Health Initiative**

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 Recital Page: Add Commission action on 04/16/2026 (Item 5) as Recital F. Subsequent paragraphs are renumbered accordingly;**
- **Revise Signature Page: Update the not to exceed date to June 30, 2030;**
- **Updated references to Strategic Plan 2025-2030 and added placeholder language for pending Evaluation Framework;**
- **Updated Attachment 1 – Organizational Chart; and**
- **Updated Exhibit C to include four (4) option years.**

2. Compensation:

The Total Agreement Price remains at **\$16,275,000**.

552716 HQP Oral Health Initiative	Contract Terms	Current Contract Amount	Amendment Amount	Total
Initial Term	01/01/16 – 06/30/26	\$14,275,000		\$14,275,000
First Option Period	07/01/26 – 06/30/27	\$500,000		\$500,000
Second Option Period	07/01/27 – 06/30/28	\$500,000		\$500,000
Third Option Period	07/01/28 – 06/30/29	\$500,000		\$500,000
Fourth Option Period	07/01/29 – 06/30/30	\$500,000		\$500,000
Cumulative Contract Amount		\$16,275,000		\$16,275,000

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:

By: Tracy Garmer
Tracy Garmer (Jun 17, 2026 15:44:28 EDT)
Name: Tracy Garmer
Title: EVP & COO
Dept. Exec
Date: Jun 17, 2026

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

COUNTY OF SAN DIEGO:

APPROVED:

ALETHEA ARGUILEZ, Executive Director
First 5 San Diego

By: Alethea Arguilez

Name: Alethea Arguilez
Title: Executive Director
Email: Alethea.Arguilez@sdcounty.ca.gov
Date: Jun 17, 2026

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 552716
AGREEMENT WITH HEALTH QUALITY PARTNERS OF SOUTHERN CALIFORNIA FOR
ORAL HEALTH INITIATIVE

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the First 5 Commission of San Diego, a political subdivision of the State of California, which is 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 Contractor Health Quality Partners of Southern California, 3710 Ruffin Road, San Diego, CA 92123 ("Contractor"), with reference to the following facts:

RECITALS

- A. The Commission, by action on October 19, 2015 (Agenda Item #5) approved the recommendation to award the Oral Health Initiative services to improve the oral health of children ages birth to five and pregnant women for 4 years and 6 months (FY 2015-20). This approval authorized the Executive Director to negotiate a contract of up to \$4,875,000 (\$975,000 for FY 2015-16 and \$1,950,000 per year for two years FY 2016-17 and 2017-18). Funding for each fiscal year will come from that year's approved project length budget.
- B. 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 a project-length funding \$1,950,000 for FY 2017-18; and 3) allocate additional funding \$1,950,000 per year for FYs 2018-19 and 2019-20.
- C. The Commission by action on April 22, 2020 (Item 4), authorized the Executive Director to extend the agreement for two (2) years (FY 20-21 and FY 21-22) and approve additional funding of up to \$2,000,000 (\$1,000,000 for FY 20-21 and \$1,000,000 for FY 21-22) from each fiscal year's project length budget (pending budget approval for those fiscal years).
- D. The Commission by action on April 20, 2021 (Item 3), authorized the Executive Director to extend the agreement for three (3) years (FY 22-23, 23-24 and 24-25) and approve additional funding of up to \$3,000,000 (up to \$1,000,000 for each of the three new option years) from each fiscal year's project length budget (pending budget approval for those fiscal years).
- E. The Commission by action on April 16, 2025 (Item 4), authorized the Executive Director to extend the contract for one (1) year and approve additional funding of up to \$500,000 for FY 25-26.
- F. ***The Commission by action on April 16, 2026 (Item 5), authorized the Executive Director to extend the agreement for four (4) years (FY 26-27, FY 27-28, FY 28-29 and FY 29-30) and approve additional funding of up to \$2,000,000 (\$500,000 per Fiscal Year; FY 26-27, FY 27-28, FY 28-29 and FY 29-30) from each fiscal year's project length budget (pending budget approval for those fiscal years).***
- G. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- H. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are 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.

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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 or 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.

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.

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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 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.

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 Replacement Provider 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

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shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by 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 Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific ObligationsThe 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 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.

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").

4.1.2 Cost Allocation Plan. Contractor shall submit annually to the Commission a cost allocation plan in accordance with The Uniform Guidance.

4.1.3 Agreement Budget. The COR may make Administrative Adjustments to the budget as long as the total budget does not exceed the compensation specified on the Signature Page.

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- 4.2 Compensation. For cost-reimbursement Services, the Commission will reimburse the actual allowable, allocable, necessary, and reasonable costs incurred in accordance with this Agreement (including the established budget), generally accepted accounting principles, good business practices, and the cost principles published by the federal Office of Management and Budget (OMB) ("Allowable Costs"). Where non-cost-reimbursement work (fixed price, labor hour, time and materials, etc.) is also provided for in this Agreement, Contractor shall be entitled to compensation as set forth below:
- 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 monthly for completed and accepted Services performed in the prior month.
- 4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.
- 4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for Commission verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.
- 4.3.2.2 Contractor invoices shall include the following language:
I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.
- 4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.
- 4.3.4 Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.
- 4.3.5 Final Fiscal Year-End Settlements. Contractor shall submit the final invoice for Services performed during each Commission Fiscal Year no later than the settlement date established by COR or each department, but in no event later than 60 calendar days from (i) the end of each Commission Fiscal Year or (ii) the expiration or termination of this Agreement. Commission may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that Commission Fiscal Year after this date. The following costs will be excluded from reimbursable costs during the year-end settlement process:
- 4.3.5.1.1 ADS Drug Medi-Cal: Drug Medi-Cal costs that exceed the cap at the individual provider level.
- 4.3.5.1.2 Mental Health Services Revenue Risks: Medi-Cal costs for which the County has not received reimbursement through an approved Medi-Cal claim.
- 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

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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.

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, The Commission 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.

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- 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.
- 4.14 Revenue Sources. Federal or other funding source amounts listed in the Agreement or the budget are preliminary estimates and shall not limit the Commission's use of specific funding sources that vary from the preliminary estimates, provided that such payments do not exceed the total Agreement amount.
- 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.
- 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 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.
- 5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Agreement Progress Meeting. The COR and other 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.

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ARTICLE 6
CHANGES

- 6.1 **Changes.** Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 **Administrative Adjustment.** Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, (“Administrative Adjustments”) may be made if in writing and signed by COR and Contractor.
- 6.1.2 **Change Order.** The 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 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, that if 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, County shall have the right to terminate this Agreement in whole or in part.
- 7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor’s response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.
- 7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.
- 7.1.3 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.
- 7.1.4 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 “Termination for Convenience.”
- 7.2 **RESERVED**
- 7.3 **Failure to Perform.** Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.
- 7.4 **Reduction in Funding.** In the event there is a reduction of funds made available by Commission to Contractor under this or subsequent agreements, Commission and the County and its Departments, officers and employees shall incur no liability to

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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. 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 County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 Commission shall pay Contractor as full compensation for work performed:

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 Commission be liable for any loss of profits.

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 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.

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- 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 attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the 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

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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 Commission; 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 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

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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 County (and understands and agrees that the County 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

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/oc.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.

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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.
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by 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, which is 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 the 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.
- 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.

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- 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 County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

**ARTICLE 11
AUDIT AND INSPECTION**

- 11.1 Audit and Inspection.
- 11.1.1 Authorized federal, State, Commission *or* County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):
 - 11.1.1.1 to monitor, assess, or 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.

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- 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 audit, 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. Contractors will provide the following to their 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 the federal or State audit 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, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to 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 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, Commission may, at its sole discretion and subject to funding source restrictions and State and federal law: (1)

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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, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that Commission requests to be kept as 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 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.

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**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

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

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

14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.

14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:

14.3.6.1 Initial Report

14.3.6.1.1 Contractor shall email 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.

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.

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- 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 Commission, are superseded.
- 16.4 Remedies Not Exclusive. The rights and remedies of Commission 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 sections and exhibits referred to herein are attached hereto and incorporated 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 Commission's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations set forth in sections 16.1 *and* 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the Commission 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 First 5 Commission of San Diego County or First 5 San Diego as the funding source

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for contracted programs identified in this Agreement. All publicity materials shall comply with the standards provided in the Commission's Public Outreach Program Graphics Reproductions Standards. Copies of publicity materials related to contracted programs identified in this Agreement shall be submitted to and filed with the COR. Contractor shall advise Commission at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted programs 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 threats of violence directed toward staff or clients; loss, theft, or unlawful accessing of confidential client, patient, or facility resident Personal Information (PI). Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 **Responsiveness to Community Concerns.** Unless prohibited by applicable State or federal law, Contractor shall notify Commission within one business day of receipt of any material 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 Complaints(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the Commission 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 Commission or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. 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 Commission 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 which 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 **Coordinated Services.** Contractor shall coordinate services with other Commission funded programs and initiatives.

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- 16.23 Equipment Retention. Contractor shall be entitled to retain ownership of any equipment or computers identified in the approved budget in Exhibit C at the end of the Agreement Term under the condition that the equipment will continue to be used to serve children ages 0 – 5 and their families. Equipment must be in the budget and meet the definition of minor equipment – less than \$5,000 for a single item.
- 16.24 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on January 1, 2016 and end on ***June 30, 2026*** (“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 C, Article 4, and other applicable pricing provisions of this Agreement, Commission agrees to pay Contractor a sum not to exceed ***sixteen million two hundred seventy-five thousand dollars (\$16,275,000)*** (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown below in Exhibit C.

<i>Initial Term</i>	<i>01/01/2016 – 06/30/2026</i>	<i>\$14,275,000</i>
<i>First Option Period</i>	<i>07/01/2026 – 06/30/2027</i>	<i>\$500,000</i>
<i>Second Option Period</i>	<i>07/01/2027 – 06/30/2028</i>	<i>\$500,000</i>
<i>Third Option Period</i>	<i>07/01/2028 – 06/30/2029</i>	<i>\$500,000</i>
<i>Fourth Option Period</i>	<i>07/01/2029 – 06/30/2030</i>	<i>\$500,000</i>

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

Diala Marroquin, Fiscal Monitoring
First 5 Commission of San Diego
9655 Granite Ridge Drive, Suite 120
San Diego, CA 92123
(858) 285-7716
Diala.Marroquin@sdcountry.ca.gov

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

Jennifer Covin, Director of Programs
Health Quality Partners
3710 Ruffin Road
San Diego, CA 92123

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(619) 542-4310
jcovin@hqpsocal.org

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

Date: XXXXXXXXXXXXXXXXXXXXXXX

Health Quality Partners

By: XXXXXXXXXXXXXXXXXXXXXXX
Tracy Garmer, Chief Operating Officer

Date: XXXXXXXXXXXXXXXXXXXXXXX

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EXHIBIT A – STATEMENT OF WORK

1. BACKGROUND

The First 5 Commission of San Diego (The Commission) was established by the California Children and Families Act (Proposition 10), passed by California voters in November 1998. This statewide Proposition imposed an additional tax on tobacco products. The revenue generated from the tax is used to fund programs and activities that promote early childhood development from the prenatal stage through age five. The Commission is responsible for implementing the Act in San Diego County.

The Commission leads the San Diego community in promoting the vital importance of the first five years of life to the well-being of children, families and society. The Commission's vision is that *all children ages 0 through 5 are healthy, are loved and nurtured, and enter school as active learners*. The Commission seeks to achieve this vision by funding services and activities to achieve desired results, advocating for policy change at local and state levels, acting as a catalyst and leader for coordinating, integrating and leveraging existing resources, and building community and organizational capacity to support families.

The Commission's Strategic Plan. *The Commission's Strategic Plan 2025-2030 identifies a Health Goal to promote each child's healthy, physical, social, and emotional development. The strategy to achieve this goal is Early Identification and Treatment: promote overall mental health and well-being of young children through partnerships that provide developmental early identification and treatment service.*

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 designated to the vision: http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and <http://www.LiveWellSD.org>

Requirements, deliverables, and measurable outcomes in Exhibit A: Statement of Work that supports *Live Well San Diego* may be found in the following sections: 4 through 9.

The Oral Health Initiative (OHI) supports *Live Well San Diego* by providing an integrated system of oral health care for young children. OHI also provides education to children and their families that encourage healthy food and beverage choices. Making healthy dietary choices helps to create long-lasting lifestyle changes that sustain healthy communities with happy and productive members.

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;
- 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.

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2. THE PURPOSE OF ORAL HEALTH INITIATIVE

The Oral Health Initiative (OHI) is a Commission-funded countywide service that began in 2005. OHI seeks to improve the oral health of children ages birth through 5 through prevention, treatment, and increased provider and community capacity to address the oral health of young children. The intent of the initiative is to meet oral health needs of unique geographic and cultural communities on a coordinated, comprehensive, countywide basis.

3. THE NEED FOR AN ORAL HEALTH INITIATIVE IN SAN DIEGO COUNTY

By the time California children enter kindergarten, more than half have already experienced dental decay, 28% have untreated decay and 19% have rampant decay. Approximately 17% of children 1 through 5 years old in San Diego County have not had a dental visit in the past year. Dental disease remains the single most common chronic disease among children in America and is sometimes referred to as a “silent epidemic” among children, especially low-income children.

Untreated dental disease can lead to tooth decay, pain, poor nutrition, infection, tooth loss and attention deficit. It can impact children’s health and self-esteem and affect their ability to concentrate, eat, sleep and play. Poor oral health is the leading cause of school absenteeism for American children, resulting in 51 million hours of missed school per year. During pregnancy, the mother’s oral health has a direct correlation to her unborn child’s health. Studies have demonstrated an association between periodontal disease and poor pregnancy outcomes including preterm delivery, low birth weight and gestational diabetes.

4. SERVICE AREA AND TARGET POPULATION

4.1 The target populations for these services are children ages 0 through 5 who reside in San Diego County and are uninsured or underinsured for oral health services. Parents, primary caregivers, child care providers, community based organizations and health care providers are also targeted for the educational component of this project.

4.1.1 Definition of “Children ages 0 through 5.” Children will be eligible for Commission funded OHI services from birth until they reach their sixth birthday.

5. PROGRAM OBJECTIVES

5.1. Contractor’s program shall support the Commission’s objective to “decrease the percentage of children ages 0 through 5 with untreated dental disease.” The program shall achieve the following targets:

5.1.1 98.4% of children participating in First 5 San Diego programs identified as high-risk with dental disease will receive dental treatment. 76.6% of children in San Diego County ages 0 through 5 will have had a dental screening within the past year.

6. COUNTYWIDE COORDINATION REQUIREMENTS FOR OHI SERVICES

6.1 Oversight Requirements. One lead agency (Contractor) serves as the countywide coordinator and shall be responsible for coordinating the implementation of the following:

6.1.1 Providing oversight of a broad network of providers through subcontracts and coordinate a spectrum of oral health services to children ages birth through 5 across San Diego County, further detailed in Section 7.1.

6.1.2 Collaborating with community partners to provide oral health services countywide;

6.1.3 Developing uniform protocols, referral guidelines and reporting;

6.1.4 Participate in the Commission’s data collection, evaluation and reporting activities through Contract Management Evaluation Database System (CMEDS), and work with the Commission staff and its evaluation consultants to measure the results and effectiveness of the program, its impact on the oral health delivery system and its long term impact on children. (Additional information is provided in Section 10);

6.1.5 Coordinating data collection, data quality assurance and evaluation for all subcontractors and for the overall project;

6.1.6 Managing contract development, execution, oversight and compliance and ensuring consistency & coordination among providers;

6.1.7 Facilitating communication and cross-coordination among OHI providers, including facilitation of regular meetings to plan, problem solve and share best practices;

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- 6.1.8 Linking and coordinating with other key initiatives, systems and programs in the county (e.g. First 5 San Diego's Learn Well Initiative, Healthy Development Services (HDS) and First 5 First Steps Targeted Home Visiting (THV);
 - 6.1.9 Disseminating parent education support materials to promote the oral health of young children and pregnant women by promoting positive health practices;
 - 6.1.10 Leveraging to secure other sources of funding and resources to sustain and expand needed services;
 - 6.1.11 Linking to relevant state and national efforts;
 - 6.1.12 Identifying and advocating for standardized practice and instituting best practices, such as the Caries Risk Assessment; (provided in Attachment 2 of the RFP) and see <http://www.first5sandiego.org/oral-health> for more information on the current OHI project.
- 6.2 Special Requirement. The Contractor for OHI Countywide Coordinator shall be prohibited from providing direct client or patient services as described in Section 7.1. As the countywide coordinator for OHI, the Contractor's primary role is to negotiate with subcontractors and key agencies, convene stakeholders, provide oversight of OHI and facilitate partnerships.

7. SERVICE REQUIREMENTS

- 7.1. Core Services. Contractor shall establish a countywide network of community health centers, private practitioners, community based organizations, government entities and hospitals to provide the following oral health prevention, routine and tertiary services for uninsured/underinsured children ages 0 through 5. OHI funds shall be utilized when services are not otherwise paid for by private or public insurance. Services shall include:
- 7.1.1 Oral health screenings;
 - 7.1.2 Oral health prevention services to include (but not limited to): sealants and fluoride varnishes and silver diamine fluoride;
 - 7.1.3 Oral health exams which may include cleaning, scaling, root planning and radiographs;
 - 7.1.4 Oral health treatment services to include (but not limited to): dental prophylaxis, scaling and root planning, restorations (including interim therapeutic restorations), extractions, pulpal therapy, and full coverage restorations;
 - 7.1.5 Consistent parent education that improves oral health activities in the home to improve oral health and reduce dental disease shall include: oral hygiene instruction, nutritional counseling, fluoride education, and education on caries transmissibility and baby bottle tooth decay;
 - 7.1.6 Assistance services such as processing insurance paperwork and making appointments; and
 - 7.1.7 Care coordination services for patients with "high risk" of dental disease (based on the Caries Risk Assessment) to increase the percentage of young children that complete treatment.
- 7.2 Network Services. Contractor shall coordinate a countywide comprehensive oral health services network for children ages 0 through 5. Activities shall include all of the following components:
- 7.2.1 Foster and facilitate professional coalitions and networks among providers to increase provider capacity;
 - 7.2.2 Establish consistent oral health assessment and treatment protocols;
 - 7.2.3 Identify and implement common service pathways to improve patient care;
 - 7.2.4 Ensure services are culturally competent and responsive to the regional target populations, and that services are provided to meet family needs such as work schedules and transportation;
 - 7.2.5 Ensure services meet the guidelines of the American Dental Association (ADA) and the American Association of Pediatric Dentistry (AAPD); and
 - 7.2.6 Manage a treatment fund to provide services for uninsured/underinsured children birth through 5.

8. KEY PROGRAM INDICATORS

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Contractor shall use the following key indicators for measuring the success of the OHI Project per the data and result definitions prescribed by the Commission:

- 8.1 Number of oral health screenings to children ages 0 through 5;
- 8.2 Number of children ages 0 through 5 that received a dental exam;
- 8.3 Number of children ages 0 through 5 with a completed Caries Risk Assessment (CRA) that are considered low, moderate or high risk. Clients identified as “high risk” will be tracked at the individual level in the CMEDS database;
- 8.4 Number of children ages 0 through 5 that received treatment services;
- 8.5 Number of children ages 0 through 5 assessed as “high risk” for dental carriers that receive dental care coordination;
- 8.6 Number of parents/caregivers of children ages 0 through 5 that participated in educational opportunities in a community or virtual setting (e.g. screening events, parenting classes, Head Start facilities);
- 8.7 Number of pregnant women that participated in educational opportunities in a community or virtual setting (e.g. screening events, parenting classes, etc.);

9. DELIVERABLES

All deliverables shall be submitted to the Executive Director of the Commission, or his/her designee, in electronic formats. Deliverables are:

- 9.1 A final project work plan and timeline for the implementation of project services due two months after the award of the contract;
- 9.2 An orientation and training plan for all subcontractors due three months after the award of the contract;
- 9.3 An evaluation plan for all subcontractors due six months after the award of the contract;
- 9.4 Written quarterly progress reports due by the 30th day of the month following the end of the quarter detailing all activities performed and the extent to which contract objectives have been met.

10. EVALUATION

The Commission is accountable for effective use of Proposition 10 funds to ensure that all children are healthy, are loved and nurtured, and enter school as active learners. The First 5 Commission of San Diego is required by State law and County Ordinance to perform an outcomes-based evaluation on its funded programs and activities and to publicly report on the results achieved. The Commission’s evaluation efforts measure results, promote continuous program improvement, inform and support policy development and planning, and educate the community about the status of young children. ***The Commission’s Strategic Plan contains a focused area of investment in health, which includes oral health services.***

The performance of the Contractor will be measured against the process and outcome measures negotiated with the Commission staff per Attachment 3 - Evaluation Framework. The negotiations will establish milestones and progress points to achieve the goals of the Contractor’s statement of work and the overall program.

10.1. Contractor Evaluation Requirements

- 10.1.1. Contractor shall work with Commission staff and the Commission’s Evaluation Consultant to ensure accurate and consistent data collection, and reporting processes that meet Commission requirements.
- 10.1.2. Contractor shall conduct data collection, data quality assurance and other evaluation activities.
- 10.1.3. Contractor shall be responsible for implementing and adhering to the Evaluation Framework included as Attachment 3.
- 10.1.4. Contractor shall ensure timely collection and input of quarterly process and outcome data into the Commission Contract Management and Evaluation Data System (CMEDS*) including the following:
 - 10.1.4.1. Completing quarterly narrative reports to update the Commission on new activities, successes, and challenges;
 - 10.1.4.2. Reporting of service data (process numbers) and key indicator and outcome data;

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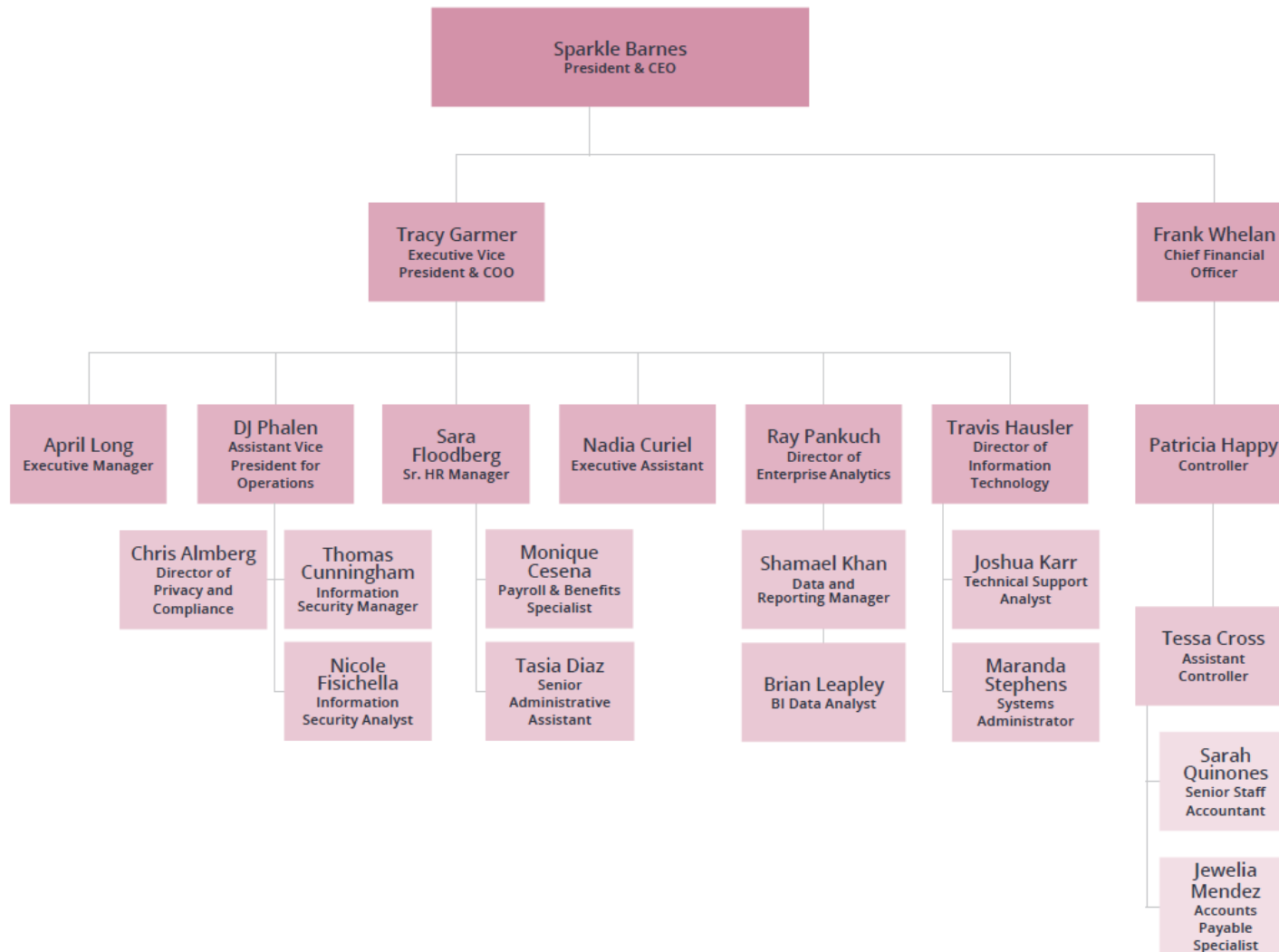
- 10.1.4.3. Data quality assurance and reporting.
- 10.1.4.4. The Contractor shall utilize multi-factor authentication (MFA) to provide additional layer of security for CMEDS data and information. Accessing CMEDS through MFA prompts users to verify themselves on a separate device after login.
- 10.1.4.5. All CMEDS users, including but not limited to staff, subcontractors, consultants, interns, and volunteers, shall complete MFA verification prior to accessing CMEDS.
- 10.1.4.6. Contractor shall provide all CMEDS users an Authenticator Token and/or register a smartphone capable of using an authenticator application.
 - 10.1.4.6.1. 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.
- 10.1.4.7. The Authenticator Token and/or authentication application shall be included in the program's annual budget and claimed through normal invoicing.

Note: *CMEDS has been developed by the Commission to collect data from funded programs. It is the Commission's expectation that contractors selected for funding will utilize CMEDS to collect and report data. Participation in CMEDS does not relieve the Contractor from other obligatory reporting requirements to the Commission. The CMEDS minimum technical requirements must be met or exceeded by the contractor. CMEDS training, deployment and implementation are the responsibility of the Commission. Information about the Commission's database system can be found on the Persimmony International website: <https://first5.persimmony.com/>.

11. STAFFING

- 11.1 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.
- 11.2 Unfilled Positions. Contractor shall notify the COR of any position that remains vacant or unfilled for over thirty (30) days.

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As of May 2026

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ATTACHMENT 2 - EVALUATION ROLES AND RESPONSIBILITIES

First 5 Commission of San Diego: Evaluation and Database Roles and Responsibilities Initiative 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.
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.

¹ Includes HDS, OHI, Learn Well, and F5FS. Outcomes and primary data collection may be conducted for these projects.

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Title	Evaluation Roles
	• 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 initiative-level evaluation designs (to include evaluation framework and data dictionary). • Develop and conduct primary data collection as directed by the Commission. • Attend regular initiative meetings as assigned. • Work with CORs to provide evaluation consultation and contractor-level Technical Assistance (TA) as needed. • Inform the Commission Evaluator's COR when the scale of TA requested exceeds originally anticipated levels or any requests that fall outside of current SOW. • Receive and review copies of contractor Progress Reports, and any contractor's draft and final evaluation or special study reports. • Update quality assurance protocols and perform quality assurance checks for data submission evaluations.
Contractors	• Implement the approved evaluation design and protocols. • Submit complete, accurate and timely data for Commission reporting per contract. • Attend initiative meetings to discuss evaluation design and findings. • Communicate any evaluation concerns to the Commission's 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.

² See Commission Policies: F5C19 and F5C20.

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II. Contract Management Evaluation Data System (CMEDS) 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 data submittal and evaluation timelines</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 and Commission’s Evaluator to ensure that CMEDS reflects the SOWs for all projects by <u>May 31st</u> of each year. “Changes” includes targets, new assessments, staff changes, service changes, contract amount and PMs. • Ensure all final contract documents have been signed off by the Commission Fiscal and Data and Evaluation Manager before submittal to the Executive Director for signature. • Perform quality assurance 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, Commission’s Evaluator and Contractors 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.

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Title	Database Roles
Commission’s Evaluator	• <u>By July 1</u>, update initiative-specific data dictionaries and submit to the CMEDS Help Desk for posting. • <u>By July 1</u>, review updates to CMEDS fields as they relate to the initiative evaluation and update in CMEDS (i.e., services and assessments). • Communicate and conduct all evaluation-related changes to CMEDS Team. • As requested, review Contractor Work Requests in conjunction with the COR. • Facilitate as needed meetings with Commission’s CMEDS Team and contractors to discuss and address the use of the database, changes and quality assurance issues. • Elevate significant data quality issues to the COR who will communicate with the Commission Data and Evaluation Manager.

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Commission CMEDS Help Desk and Data Support Team (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. Initiative evaluators may be invited as needed for demonstrations and clarifications. • 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. • Elevate when a project due date will not be met directly to the Commission Data and Evaluation Manager. • Manage Persimmony Support ticketing system (support@persimmony.com) for system errors • Participate in the Data Support CMEDS Team Meetings twice monthly and utilize on-line task tracker to document CMEDS updates and progress to agenda items. Initiative evaluators may be invited as needed for demonstrations and clarifications. • 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.
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Title	Database Roles
	• 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. • 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. For HDS Initiative: Utilize CMEDS Client Maintenance Module to merge clients and delete duplicate referrals. • 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. • Ensure users utilize multi-factor authentication (MFA) when accessing CMEDS • Assign two (2) CMEDS Authorizers (primary and backup) in each region and/or program to conduct the following activities: ○ Submit CMEDS User Action Form to Add, Edit or Deactivate users to F5SDCMEDS@sdcounty.ca.gov ○ Notify the COR and CMEDS Help Desk within 24 hours when a user is to be deactivated. ○ Use the CMEDS Client Maintenance Module to edit client records. • 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.

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AGREEMENT WITH HEALTH QUALITY PARTNERS OF SOUTHERN CALIFORNIA FOR
ORAL HEALTH INITIATIVE
ATTACHMENT 2 – EVALUATION ROLES AND RESPONSIBILITIES**

Title	Database Roles
	• 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.

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ATTACHMENT 3 – EVALUATION FRAMEWORK

First 5 San Diego: Oral Health Initiative (OHI)

July 1 through June 30

Project Overview and Goals

The overall purpose of the First 5 San Diego Oral Health Initiative (OHI) is to meet oral health needs on a coordinated, comprehensive, countywide basis, while incorporating methods to meet the needs of unique geographic or cultural communities. To achieve this, the Commission has employed a direct service coordination process between the lead Health Quality Partners of Southern California and a number of subcontractors to meet these service goals.

1. Increase oral health screenings of children ages 0 through 5 in a clinic, community or telehealth setting, coupled with education to parents/caregivers of children ages 0 through 5.
2. Increase number of the children ages 0 through 5 who receive dental examination, coupled with education to parents/caregivers of children ages 0 through 5.
3. Increase the number of children ages 0 through 5 with-identified oral health issues who receive appropriate treatment services and/or follow-up.
4. Increase the number of parents/caregivers of children ages 0 through 5 who receive oral health education.
5. Provide oral health care coordination services such as referral, case management and follow-up to children ages 0 through 5 identified as high risk.
6. Increase the number of parents and other caregivers who are knowledgeable about how to promote children's oral health.

Evaluation Overview

Evaluation activities examine OHI at two levels:

1. **Process:** To confirm and track service numbers within each category in order to demonstrate who is being served.
2. **Outcomes:** To assess the impact of OHI on children ages 0 through 5 and their families.

Connection of First 5 San Diego: Oral Health Initiative (OHI) to the 2025-2030 First 5 San Diego Strategic Plan

1. *The Evaluation Framework aligned to the Strategic Plan 2025-2030 is pending development.*

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OHI Evaluation Framework	Tools/Data Collection Source	NOTES
Children		
Process Measures:		
Oral health screenings coupled with education in a clinic, community or telehealth setting for children ages 0 through 5	Report in CMEDS PM 01 (C/E/S)	The number of children ages 0 through 5 who received an oral health screening in an office/clinic or community, or telehealth setting Demographics: ethnicities, primary languages, ages, if they have special needs
		Number of children ages 0 through 5 screened with the following results: - No dental decay or urgent dental needs (normal); - Dental decay but no urgent dental needs (obvious decay); - Urgent dental needs (beyond obvious decay); and - Results unknown
Dental exams in a clinic setting coupled with education for children ages 0 through 5	Report in CMEDS PM 02 (C/E)	The number of individual children ages 0 through 5 who received a dental exam Demographics: ethnicities, primary languages, ages, if they have special needs
		Number of children ages 0 through 5 examined with the following results: - No untreated dental decay in their primary teeth; - Untreated dental decay in their primary teeth; and - Results unknown
		For children ages 2-5, number that had a dental exam: - Never; - More than a year ago; - Within the past year; and - Unknown
		Caries risk assessment (CRA) will be performed on children ages 0 through 5 at the dental exam using a standardized CRA tool, modeled after the California Department of Health Care Services tool. Those identified as “high risk” will be tracked at the individual level in the CMEDS database.
Begin dental treatment to children ages 0 through 5	Report in CMEDS PM 03 (C/D/E)	The number of individual children ages 0 through 5 who began treatment services Demographics: ethnicities, primary languages, ages, if they have special needs

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ATTACHMENT 3 – EVALUATION FRAMEWORK

OHI Evaluation Framework	Tools/Data Collection Source	NOTES
Dental care coordination services for high risk children ages 0 through 5	Report in CMEDS Caries Risk Assessment Education and/or Assistance Assessment PM 04a (C/E)	Number of children ages 0 through 5 receiving care coordination for high risk • Caries risk assessment results • Date patient entered care coordination • Services needed and date service provided (e.g. fluoride varnish, sealants, prophylaxis, crowns, extractions, fillings, pulpotomy, referral, education, etc.) – use treatment/prevention and education/assistance assessments. • Status of patient (i.e. complete, lost to follow-up, follow-up services needed at set time interval) – use patient status assessment. • Care coordination services activities (e.g. appointment scheduling, appointment reminder calls and mailings, referral management, case management, health education, insurance assistance, etc.) • Demographics: ethnicities, primary languages, ages, addresses, special needs
Outcomes:		
Results of oral health screenings for children ages 0 through 5 served	Report in CMEDS	
Results of dental exams for children ages 0 through 5 served	Report in CMEDS	
Length of time since last dental exam	Report in CMEDS	
Common risk indicators	Report in CMEDS Caries Risk Assessment	
Education and/or assistance services provided to high risk children ages 0 through 5 served	Report in CMEDS Caries Risk Assessment Education and/or Assistance Assessment Service Data	
Prevention and/or treatment services provided to high risk children ages 0 through 5 served	Report in CMEDS Caries Risk Assessment Service Data	
Percentage of high risk children ages 0 through 5 served identified with dental disease who received treatment	Report in CMEDS Caries Risk Assessment Service Data	
Care coordination services provided to high risk children ages 0 through 5 served	Report in CMEDS Caries Risk Assessment Service Data	

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ATTACHMENT 3 – EVALUATION FRAMEWORK

OHI Evaluation Framework	Tools/Data Collection Source	NOTES
Parents/Caregivers/Providers		
Process Measures:		
Oral health education for parents/primary caregivers of children 0-5 and pregnant women in a community or virtual setting	Report in CMEDS PM 05a (C/E)	The number of individual parents (“parents” include legal guardians and other primary caregivers) of children ages 0 through 5 and pregnant woman who participated in or received oral health education in a community or virtual setting.

Standard Performance Measures			
w. Narrative I: Executive Summary (C)	Q	N/A	
w. Narrative II: Program Accomplishments (C)	Q	N/A	
w. Narrative III: Difficulties / Barriers Encountered and Resolution(C)	Q	N/A	
w. Narrative IV: Other Remarks (C)	Q	N/A	
w. Narrative V: Client Success Stories and Testimonials (C/E)	Q	N/A	Brief stories for possible use in annual report or other First 5 Communications. Use aliases for client names. Testimonials are parent /provider quotes about the benefits and successes of the project.
XLeva3. Leveraged Funding - Early and Periodic Screening, Diagnosis, & Treatment (EPSDT) (C/E)	A	N/A	
XLeva4. Leveraged Funding - Title V Maternal and Child Health (MCH) (C/E)	A	N/A	
XLeva5. Leveraged Funding - Title IV-E Foster Care (C/E)	A	N/A	
XLevb1. Leveraged Funding (State of CA) (C/E)	A	N/A	
XLevg1. Leveraged Funding - In-kind (C/E)	A	N/A	
Bold = DS measure C = Contract Monitoring E = Evaluation S = State Report D = Dashboard			
Notes: Some data are reported in aggregate only.			

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ATTACHMENT 4 – QUARTERLY PERFORMANCE MEASURES TIMELINE

QA Step	Monthly	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Contractor	COR
	COR will contact contractor if deadlines are not met.						
1. Contractors email COR when all PMs for that quarter are submitted and ready for COR's review.	By 9 AM on the 20 th of each month	Oct 15 (9am)	Jan 14 (9am)	Apr 15 (9am)	Jul 15 (9am)	✓	✓
2. COR will lock all PM for that quarter and begin review.	By 9 AM on the 20 th of each month	Oct 15 (5 PM)	Jan 14 (5 PM)	Apr 15 (5 PM)	Jul 15 (5 PM)		✓
3. COR will unlock discrepant PMs for that quarter and send emails with discrepancies to contractors.	By 5 PM on the 23 rd of each month	Oct 20 (5 PM)	Jan 20 (5 PM)	Apr 21 (5 PM)	Jul 20 (5 PM)	✓	✓
4. Contractors correct PMs and send email with correction or explanation of all discrepancies within template provided in COR's email.	By 5 PM on the 27 th of each month	Oct 25 (5 PM)	Jan 24 (5 PM)	Apr 25 (5 PM)	Jul 25 (5 PM)	✓	✓
5. COR will double-check discrepant PMs for that quarter and communicate with contractors regarding any final changes.		Oct 26 (5 PM)	Jan 25 (5 PM)	Apr 26 (5 PM)	Jul 26 (5 PM)	✓	✓
6. Contractors submit all PMs and notify COR that all PMs are ready to be locked.		Oct 27 (5 PM)	Jan 26 (5 PM)	Apr 28 (5 PM)	Jul 27 (5 PM)	✓	✓
7. COR will lock all PMs and review for approval.	By 5 PM on the 28 th of each month	Oct 29 (5 PM)	Jan 28 (5 PM)	Apr 29 (5 PM)	Jul 29 (5 PM)	✓	✓
8. Contractors email COR when all Narrative PM's for that quarter are submitted and ready for locking and reviewing.	By 5 PM on the 28 th of each month	Oct 29 (5 PM)	Jan 28 (5 PM)	Apr 29 (5 PM)	Jul 29 (5 PM)	✓	✓

COR (Contracting Officer Representative) = Commission Contract Manager

PM = Performance Measure

MONTHLY PMs: if deadline falls on a weekend or holiday the deadline becomes the last working day prior to

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

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ATTACHMENT 5 – IMPLEMENTATION PLAN

CC = Care Coordinators CP = Claims Processor DD = Dental Directors DP = Director of Programs
DS = Database Specialist GM = Grants Manager PM = Program Manager

Activity	Timeframe	Responsible	Verification that Milestone/Activity was Achieved
PROJECT PLANNING & ADMINISTRATION			
Finalize scopes of work and budgets with subcontractors and develop and execute subcontracts.	May-June	DP, PM	Finalized SOW, signed subcontracts
Execute contract for new FY with First 5 Commission and announce First 5 funding to OHI Partners.	July 1st	DP, PM	Signed contract on file
Train new project staff.	As needed, ongoing	PM	Training schedule
Develop calendar of meetings for new FY (CC and DD meetings).	July	PM	Updated calendar
Update invoice templates for subcontractors and monitor subcontractor expenses.	July, monthly	GM, PM, DP	Updated templates
Share best practices among clinics and partner organizations.	Ongoing	PM, DD, CC	Meeting minutes
Conduct annual site visits and review/update subcontractor monitoring tools	Ongoing	PM	Site visit reports
GOAL 1: Increase oral health screenings of children birth through 5 in a clinic setting or community setting, coupled with education to parents/caregivers of children birth through 5.			
Conduct oral health screenings of children birth through 5 coupled with education.	Ongoing	Clinics,	CMEDS
Complete screening form or implement other strategy to document screening and make intra-clinic referrals.	Ongoing	Clinics, CC	Screening forms
Identify screening dates and locations and maintain screening calendar.	Ongoing	Clinics, PM	Updated calendar
GOAL 2: Increase the number of children birth through 5 who receive dental examinations.			
Use a CRA, at the dental exam, to identify high risk children needing intensive care coordination.	Ongoing	Clinics	CRA forms on file
Coordinate referrals with clinic staff across departments including providers and CCs.	Ongoing	CC, Clinics	CMEDS
Conduct dental examinations on children birth through 5 coupled with education.	Ongoing	Clinics, CC	CMEDS
GOAL 3: Increase the number of children birth through 5 with identified oral health issues who receive appropriate treatment services and/or follow-up.			
Conduct dental treatment on children birth through 5.	Ongoing	Clinics	CMEDS
Receive and process claims for the Treatment Fund.	Ongoing	CP	CMEDS
Maintain database to track use of Treatment Fund. Communicate fund balances to clinic staff.	Ongoing	PM, DS	Access database
GOAL 4: Provide oral health care coordination services such as referral, case management and follow-up to children birth through 5 identified as high risk.			
Convene Dental Care Coordinator meetings.	Quarterly	PM, CC	Agendas/sign in sheet
Develop and implement clinic education and in-reach strategies. Develop strategies to work with other First 5-funded contractors. Share strategies at CC meetings.	Ongoing	PM, CC	Agendas/sign in sheet
Identify, refer and follow-up with high-risk children with oral health needs.	Ongoing	Clinics, CC	CMEDS
Conduct care coordination including education, referrals, follow-up and case management.	Ongoing	CC	CMEDS
Document provision of Care Coordination in CMEDS.	Ongoing	CC	CMEDS

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GOAL 5: Increase the number of parents and other caregivers who are knowledgeable about children's oral health. Increase the number of pregnant women who are knowledgeable about oral health during and after pregnancy.			
Educate parents/caregivers of children birth through 5 and pregnant women.	Ongoing	CC	CMEDS

EVALUATION			
Enter aggregate data into CMEDS on a monthly basis. Enter narrative reports into CMEDS quarterly.	Ongoing	Clinics	CMEDS
Enter aggregate data and narratives under Countywide Coordination in CMEDS.	Quarterly	PM	CMEDS
Enter client level data into CMEDS for high risk, care coordinated clients and those receiving treatment under the Treatment Fund.	Ongoing	CCs, Data Entry Staff	CMEDS
Review data entry into CMEDS to monitor quality and integrity of data from subcontractors. Provide ongoing technical assistance to CCs on use of CMEDS. Provide feedback to subcontractors on a regular basis regarding CMEDS.	Ongoing	PM, DS	CMEDS
Confirm and lock subcontractor data. Submit quarterly progress reports.	Quarterly	PM	Progress reports
Review the Quality Assurance Plan and update as needed.	Annually	PM	Updated QA plan
Facilitate quarterly Quality Assurance meetings related to Treatment Fund usage and CMEDS data entry.	Quarterly	DS, PM, DP, CP	Meeting calendar & minutes
Meet with First 5 and evaluation consultants to make enhancements to CMEDS as needed.	Ongoing	PM	CMEDS

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EXHIBIT B: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to Commission, 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 of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability Errors & Omissions required for Contractor Professional services, including, but not limited to medical administration, counseling and legal services.
- E. ³Improper Sexual Conduct including sexual harassment, sexual abuse and sexual misconduct applying to bodily injury, property damage or personal injury arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.
- F. Cyber Security Liability.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The Project Specific Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of Commission.
- D. Professional Errors and Omissions Liability: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County Risk Management approval, acting on behalf of the Commission. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, Commission will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.
- E. ⁴Improper Sexual Conduct: \$2,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. (See footnote.)
- F. Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$2,000,000 with an aggregate limit of not less than \$2,000,000 and shall cover all of Contractor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Commission's computers to affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; 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.

³ County Risk Management *annually approves* waiving the sexual misconduct requirement for the Contractor *via e-mail (to be filed) after Contractor provides a statement indicating that Contractor does not provide direct patient care.* Contractor needs to provide written verification annually for subsequent years' waivers.

⁴ See footnote 3.

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EXHIBIT B: INSURANCE REQUIREMENTS

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission or the Contractor shall provide a financial guarantee satisfactory to the Commission guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions

The general liability, automobile liability and professional liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement (Does not apply to professional liability)

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the Commission and 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.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the Commission, 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 Commission, the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Notice of Cancellation shall be in accordance with policy provisions.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. 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.

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 Commission with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements effecting coverage shall be furnished to the Commission within thirty days of the expiration of the term of any required coverage. Contractor shall permit Commission at all reasonable times to inspect and review any required policies of insurance.

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

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements, and policy summaries, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and Commission may, at its option, terminate the Contract for any such default by Contractor provided that the same is not cured within thirty (30) days of Contractor's receipt of notice from the Commission specifying the nature of the claimed default.

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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 Commission 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

Commission retains the right at any time to review the coverage, form and amount of insurance required herein and may request 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 of 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. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the Commission or County from any damage, loss, cost or expense, including attorney fees, incurred by Commission or County as a result of Subcontractors failure to maintain required coverage.

Contractor shall require all providers signing participation agreements with Contractor to provide core services under this contract are insured against claims for injuries to persons or damages to property which may arise from or in connection with the performance of their work under the Provider Participation Agreement and the results of such work by the OHI, its agents, representatives, employees or subcontractors. If any OHI coverage does not comply with the following provisions, Contractor shall defend and indemnify the Commission and the County from any damage, loss, cost or expense, including attorney fees, incurred by the Commission and the County as a result of OHI's failure to maintain required coverage as follows:

Insurance Requirement For Core OHI Service Providers

Within 10 days of inception of an Agreement with a provider who will offer core OHI services, Contractor shall secure from each OHI Provider evidence of insurance coverage in the form of certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that the OHI Provider has obtained for the period of the provider's participation Agreement insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII or from a company of equal financial stability that is pre-approved in writing by County's Risk Management Division.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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- A. An occurrence policy of Commercial General Liability, Occurrence form, Insurance Services Office form CG0001; including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001; \$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 at \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the Commission and the County of San Diego.
- D. Professional Liability is required for all OHI Provider's Professional Services, including, but not limited to, medical/dental services, counseling and/or legal services at \$1,000,000 per occurrence and the General Aggregate limit shall not be less than \$3,000,000.
- E. Improper Sexual Conduct including sexual harassment, sexual abuse and sexual misconduct applying to bodily injury, property damage or personal injury arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the OHI Provider or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible. \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000.

Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, Contractor shall require additional coverage to be purchased by the OHI Provider to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of OHI provider's work pursuant to the Provider Participation Agreement.

Commercial General Liability and Automobile Liability policies provided by a OHI Provider must evidence that the insurer providing coverage includes an additional insured endorsement applying coverage to the Commission and 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.

The Commission and the County of San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require OHI Providers 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. County requirements shall be reasonable. The Commission and the County retains the right to demand a copy of any insurance policy required herein after 15 days' notice.

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EXHIBIT C: PAYMENT SCHEDULE**

First 5 Commission of San Diego	
PROGRAM BUDGET	
Oral Health Initiative	
Contract # 552716	
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
<i>FY 26-27</i>	<i>\$500,000</i>
<i>FY 27-28</i>	<i>\$500,000</i>
<i>FY 28-29</i>	<i>\$500,000</i>
<i>FY 29-30</i>	<i>\$500,000</i>

OHI HQP FY26-27 552716-16 Final

Final Audit Report

2026-06-17

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2026-06-11 - 3:02:12 PM PDT- IP address: 91.233.109.17
-  Signer tgarmer@hcpsocal.org entered name at signing as Tracy Garmer
2026-06-17 - 12:44:26 PM PDT- IP address: 98.28.65.169
-  Tracy Garmer (tgarmer@hcpsocal.org) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-06-17 - 12:44:28 PM PDT- IP address: 98.28.65.169
-  Document e-signed by Tracy Garmer (tgarmer@hcpsocal.org)
Signature Date: 2026-06-17 - 12:44:28 PM PDT - Time Source: server- IP address: 98.28.65.169 - Signature Appearance Selected: MOBILE_TYPE
-  Document emailed to Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) for signature
2026-06-17 - 12:44:31 PM PDT
-  Email viewed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)
2026-06-17 - 2:24:55 PM PDT- IP address: 38.44.207.147
-  Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-06-17 - 2:25:20 PM PDT- IP address: 38.44.207.147
-  Document e-signed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)
Signature Date: 2026-06-17 - 2:25:20 PM PDT - Time Source: server- IP address: 38.44.207.147 - Signature Appearance Selected: MOBILE_IMAGE



✔ Agreement completed.
2026-06-17 - 2:25:20 PM PDT

