

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT # 562989 AMENDMENT # 09

San Diego County Superintendent of Schools (dba San Diego County Office of Education (SDCOE)) (“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: **Learn Well 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.

- Recital Page: Include Recital (G) Commission action on 04/16/2026 (Item 5) and renumber subsequent paragraphs accordingly;
- Replaced attachment #1 - Organizational chart;
- Updated attachment #2 – Implementation Plan, removed language that referenced the California Workforce Registry (WFR) and its requirements;
- Replaced attachment #3 - Stipend Overview Documents
- Updated attachment #4 – Evaluation Framework, removed language that referenced the WFR;
- Signature Page: Revise maximum agreement amount to \$61,731,861.96 (from FY 2026-2030).
- Exhibit C – Payment Schedule: Revise to include First 5 California IMPACT Grant funding and projected reductions for FY’s 2026-2030.

2. Compensation:

The Total Agreement Price updated to **\$61,731,861.96**.

SDCOE LEARN WELL INITIATIVE	CONTRACT TERMS	CURRENT CONTRACT AMOUNT	AMENDMENT AMOUNT	TOTAL
Initial Contract Term	7/01/20 – 6/30/22	\$16,466,580		\$16,466,580
Option Year 1	7/01/22 – 6/30/23	\$8,000,000		\$8,000,000
Option Year 2	7/01/23 – 6/30/24	\$9,564,622.68		\$9,564,622.68
Option Year 3	7/01/24 – 6/30/25	\$9,851,315.32		\$9,851,315.32
Option Year 4	7/01/25 – 6/30/26	\$5,424,671.98		\$5,424,671.98
Option Year 5	7/01/26 – 6/30/27	\$4,424,671.98		\$4,424,671.98
Option Year 6	7/01/27 – 6/30/28	\$2,750,000		\$2,750,000
Option Year 7	7/01/28 – 6/30/29	\$2,750,000		\$2,750,000
Option Year 8	7/01/29 – 6/30/30	\$2,500,000		\$2,500,000
CUMULATIVE CONTRACT AMOUNT		\$61,734,861.96		\$61,731,861.96

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.

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: Michael Simonson
Michael Simonson (Jun 25, 2026 14:02:52 PDT)

Name: Michael Simonson

Title: Deputy Superintendent

Dept. Business Services

Date: Jun 25, 2026

COUNTY OF SAN DIEGO:

APPROVED:

ALETHEA ARGUILEZ, Executive Director

First 5 San Diego

By: 

Name: Alethea Arguilez

Title: Executive Director

Email: Alethea.Arguilez@sdcounty.ca.gov

Date: Jun 25, 2026

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

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This Agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the First 5 Commission of San Diego, a public agency, which was established by the Board of Supervisors in County Administrative Code Section 84.100 et seq., pursuant to the Children and Families First Act of 1998 ("Commission") and San Diego County Superintendent of Schools (dba San Diego County Office of Education (SDCOE)), 6401 Linda Vista Road, San Diego, CA 92111 ("Contractor"), with reference to the following facts:

RECITALS

- A. The Commission, by action on January 16, 2020 (Agenda Item #2) authorized the Executive Director, or her designee, to award a sole-source contract to SDCOE for up to \$60 million over five years (FYs 20-21 through 24-25). Of this, up to \$8 million per year for FY 2020-21 through FY 2024-25 from the Commission's allocation for Programs. Additional funds from the CA Dept of Education and First 5 CA Commission are to be leveraged to support the countywide San Diego Quality Preschool Initiative. These funds were approved in the 5-year Financial Spending Plan approved in April 2019 as part of the \$115.5 million authorized for Programs for FYs 20-21 through 24-25. Learn Well Initiative aims to build the early care and education systems and supports providers need to serve families with children ages birth to 5 years of age.
- B. The Commission, by action on April 22, 2020 (Agenda Item #4) authorized the Executive Director or her designee to negotiate and execute a project length budget Agreement of up to \$8,416,580 each year for FYs 2020-21 and 2021-22. Funding for FY 2020-21 includes additional funds of \$50,000 from CA Dept. of Education as stated above.
- C. The Commission by action on April 13, 2023 (Item 3), authorized the Executive Director to approve FY 2023-24 Operating Budget, Sustainability Fund Budget, and Financial Spending Plan. Of this, up to \$8 million will be allocated to Learn Well Initiative for FY 2023-24. Additional funding for FY 24-25 will be determined pending budget approval for that fiscal year.
- D. The Commission, by action on June 26, 2023 (Item 1) authorized the Executive Director to increase funding for the Learn Well Initiative contract to add First 5 California Improve and Maximize Program so All Children Thrive (IMPACT) Legacy Grant. This directive resulted in additional project length funding of \$3,165,938.00 for FYs 2023-24 and 2024-25 from each fiscal year's approved project length budget.
- E. The Commission, by action on April 18, 2024 (Item 5), authorized the Executive Director to increase funding for the Learn Well Initiative contract to add American Rescue Plan Act (ARPA) funds to support implementation for childcare peer-based needs. This directive resulted in additional project length funding of \$250,000 for FY 2024-25.
- F. The Commission, by action on April 16, 2025 (Item 4), authorized the Executive Director to continue a sole-source contract with SDCOE from July 1, 2025 through June 30, 2030 (FYs 25-26 through 29-30) with an annual budget of \$4,000,000. Up to an additional \$1,424,671.98 from the F5CA Impact Legacy Grant has been approved for the FY 2025-26.
- G. ***The Commission, by action on April 16, 2026 (Item 5) authorized the Executive Director to approve FY 2026-27 Operating Budget, Sustainability Fund Budget, and Financial Spending Plan. Of this, up to \$3 million will be allocated to Learn Well Initiative for FY 2026-27. Up to an additional \$1,424,671.98 from the F5CA Impact Legacy Grant has been approved for the FY 2026-27.***
- H. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- I. The Agreement shall consist of this Agreement, Exhibit A Statement of Work, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; and Fourth (4th) Exhibit C.

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

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

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

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or

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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.
- 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.

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- 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 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

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

3.3 Specific Obligations

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

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with Commission 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.

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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 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.

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- 4.9 Disallowance. Commission may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If Commission makes payment to Contractor that is later disallowed by the Commission, State or federal government, or other funding source, Commission shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that Commission has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and Commission shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 Availability of Funding. The Commission's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the Commission shall arise for payment beyond the end of the Commission Fiscal Year for which funds are designated by the Commission. In the event that federal, State, or Commission funding ceases or is reduced, the Commission shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to Commission, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one Commission Fiscal Year and ends in another Commission Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the Commission Fiscal Years based on the monthly budget or other rate of expense.
- 4.14 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.

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

ARTICLE 6
CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
 - 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor.
 - 6.1.2 Change Order. The Commission may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or 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 under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that if the Contracting Officer decides that the facts justify such action, 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 clause 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

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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 County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

- 7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

- 7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

- 7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

- 7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

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- 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.
- 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.co.san-diego.ca.us).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical, or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), 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-d), 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, Subchapter 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

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

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- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and
- 8.12.5 Drug and Alcohol-Free Work Environment. Commission, in recognition of its responsibility to provide a safe, healthy and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that the 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,

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regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon Commission or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

8.15.1.1 Contractor agrees to report each violation to the Commission (and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8.16 Debarment, Exclusion, Suspension, and Ineligibility

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to Commission and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

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

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Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records.

8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by 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.

8.22 [RESERVED]

8.23 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:

8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

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- 8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.
- 8.24.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- 8.24.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;
- 8.24.1.2 Meeting contract performance requirements; or
- 8.24.1.3 At a reasonable price.
- 8.24.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 8.24.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:
- 8.24.3.1 For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.
- 8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 8.25.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
- 8.25.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:
- 8.26.1 Procure or obtain;
- 8.26.2 Extend or renew a contract to procure or obtain; or
- 8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

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Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- 8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.
- 8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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 their employees and agents of Commission (collectively "Commission Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of Commission Parties. Contractor shall have no obligation, however, to defend or indemnify Commission Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Commission Parties.
- 10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to the Commission pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

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"):

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- 11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
 - 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
 - 11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.
 - 11.1.2 Contractor shall fully cooperate with any Audit and Inspection. Commission or County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.
 - 11.1.3 At any time during normal business hours and as often as Commission and County may deem necessary, Contractor shall make available to Commission, County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit Commission, County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.
 - 11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.
- 11.2 External Audits. Contractors will provide the following to the COR:
- 11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
 - 11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.
 - 11.2.3 a copy of the 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 the Contractor's audit response no later than three (3) business days of receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Availability of Records. Contractor shall maintain and/or make available within Commission accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, and (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of. Contractor shall provide any requested records to Commission within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. Commission shall keep the materials described above confidential unless otherwise required by law.
- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted 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.

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- 11.5 Full Cost Recovery. Contractor shall reimburse Commission for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, Commission shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by Commission that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to Commission under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

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

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, 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

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notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, Commission will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold Commission harmless for Commission's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the Commission Parties (as defined in section 10.1) arising out of Commission's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the Commission or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Custody of Records. Contractor shall deliver to Commission or its designee, at Commission's request, all documentation and data related to Contractor's work under this Agreement, including but not limited to, Commission data and client files held by Contractor, at no charge to Commission. Commission, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as Commission may deem necessary. Commission agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to Commission in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.
- 13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by Commission. The timely submission of these reports is a necessary and material provision of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to Commission within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14
PRIVACY STATEMENT

Contractor shall comply with all applicable laws pertaining to privacy and security of Protected Information and shall maintain the confidentiality of client information.

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

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hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

- 16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from 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 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.

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- 16.13 Successors. Subject to the limitations on assignment set forth in section 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 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 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

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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

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

16.20.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity 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.

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

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

16.23 Coordinated Services. Contractor shall coordinate services with other Commission funded programs and initiatives.

16.24 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.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on July 1, 2020 and end on June 30, 2022 (“Initial Term”).

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

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

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable pricing provisions of this Agreement, Commission agrees to pay Contractor a sum not to exceed **sixty-one million seven hundred thirty-one thousand eight hundred sixty-one dollars and ninety-six cents (\$61,731,861.96)** (“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.

Initial Term	07/01/2020 – 06/30/2022	\$16,466,580
First Option Period	07/01/2022 – 06/30/2023	\$8,000,000
Second Option Period	07/01/2023 – 06/30/2024	\$9,564,622.68
Third Option Period	07/01/2024 – 06/30/2025	\$9,851,315.32
Fourth Option Period	07/01/2025 – 06/30/2026	\$5,424,671.98
Fifth Option Period	07/01/2026 – 06/30/2027	\$4,424,671.98
Sixth Option Period	07/01/2027 – 06/30/2028	\$2,750,000
Seventh Option Period	07/01/2028 – 06/30/2029	\$2,750,000
Eighth Option Period	07/01/2029 – 06/30/2030	\$2,500,000

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

Hunter Watson, Program Manager
First 5 Commission of San Diego
9655 Granite Ridge Road, Suite 120
San Diego, CA 92123
(858) 285-7724
hunter.watson@sdcounty.ca.gov

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

Dr. Rita Palet
Executive Director of Early Education Programs and Services
San Diego County Office of Education
6401 Linda Vista Road, Room 315
San Diego, CA 92111
858-298-2044
rita.palet@sdcoe.net

IN WITNESS WHEREOF, Commission and Contractor have executed this Agreement effective as of the date of the last signature below:

First 5 Commission of San Diego

San Diego County Superintendent of Schools

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 562989
AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR
LEARN WELL INITIATIVE

By: XXXXXXXXXXXXXXXXXXXXXXX
Alethea Arguilez, Executive Director

By: XXXXXXXXXXXXXXXXXXXXXXX
Michael Simonson, Asst. Superintendent

Date: XXXXXXXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXXXXXXXXX

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1. BACKGROUND

The First 5 Commission of San Diego (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 First 5 Commission of San Diego County leads the San Diego community in promoting the vital importance of the first 5 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, investing in systems change, 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.

Strategic Plan Goals and Strategies. The Commission's five-year Strategic Plan for 2025-2030 includes Health, Learning, Family and Community as the four core Strategic Goal areas which represent the Commission's key funding priorities to address the complexity and breadth of local needs. The Learn Well Initiative supports the Strategic Plan's core Learning Goal to strengthen the system to improve the quality of early care and education throughout San Diego County.

Additionally, the Learn Well Initiative generates positive outcomes in the core Learning goal by supporting the Strategy of quality enhancement of early education. Quality Enhancement of Early Education: Provide provider engagement and targeted provider supports to increase the quality of early care and education.

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

Support of Live Well San Diego. Additionally, the Learn Well Initiative supports *Live Well San Diego* by supporting high quality early learning and care (ELC) programs, as well as supporting a variety of opportunities to promote the comprehensive healthy development for children participating in First 5 supported early childhood education programs and support family strengthening engagement opportunities for the families of the children ages birth to 5 years enrolled in these ELC programs and by providing early identification of developmental and health related issues for participating children which should be addressed prior to their entering kindergarten.

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 on 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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Equity Impact Statement: High quality, affordable and accessible early care and education is critical to the overall wellbeing of our children and essential for working families. There is also an economic impact with over 70 percent of working families reporting having children under the age of 12 years. Childcare in general is a concrete support that can strengthen families and enhance family well-being. It is also multi-faceted in that in order to understand and look at childcare as a whole; it must include families, employer engagement, and childcare provider considerations (i.e., needs and capacity constraints). Research indicates that 50 percent of parents have not returned to work after the pandemic citing childcare as a reason. In addition, up to 75 percent of working families have children under six years old staying at home, and only 10 percent are using childcare centers. Due to the COVID-19 pandemic, families are experiencing additional challenges in finding childcare that meets their diverse needs. Multiple material and economic hardships can overload families and increase their risk for child welfare involvement. Evidence about the root causes of child maltreatment has been well documented, including poverty-related risk factors such as unemployment, single parenthood, housing instability, earlier childbearing, and lack of childcare.

2. PURPOSE OF THE LEARN WELL INITIATIVE

The purpose of the Learn Well initiative (Learn Well) is to support quality adult child interactions in early learning and care environments serving children most at risk in order to positively impact the growth and development of children ages birth through five years of age, ensuring they have the developmental foundation they will need to experience success in their school trajectory, and become life-long learners. Learn Well builds upon the foundation of former quality early learning initiatives including: the First 5 San Diego Quality Preschool Initiative, Preschool for All (PFA) Demonstration project and the Power of Preschool (PoP) project to:

- Increasing the quality of early learning and care settings for children ages birth through five years across San Diego County by prioritizing providers that serve our most vulnerable populations in childcare where childcare deserts have been identified, with attention to those serving infants and toddlers;
- Promote increased participation in the County's Quality and Improvement System, Quality Counts California (QCC), through implementation of the QCC Continuous Quality Improvement Professional Development;
- Offers information on programs engaged in quality improvement;

Learn Well supportive services shall be available to Early Learning and Care providers wishing to continue their participation in the local QRIS, San Diego Quality Preschool Initiative (SDQPI). SDQPI is an overarching program that connects a variety of initiatives in support of San Diego's local QRIS for providers serving children ages birth to 5 years. Additionally, Learn Well services shall be available to providers serving children in non-traditional settings (such as family childcare networks), family child care homes (FCC's), Family Friends and Neighbors providers accepting children with vouchers, and providers not receiving subsidies from federal or state agencies for the provision of care and development services.

3. PROJECT DESIGN

Learn Well aligns and builds upon the foundational work previously funded by First 5 San Diego, state-level leveraged efforts from Quality Counts California grants funded by First 5 California (IMPACT), and the California Department of Education (CSPP Quality Block Grant. This unified effort, known as the San Diego Quality Preschool Initiative (SDQPI), allows for local funding from First 5 San Diego through Learn Well, to build upon these efforts to deepen the depth and breadth of quality improvement in diverse early care and education settings. Thus, providing support and resources available to sites of Early Learning and Care (ELC) services to children most at risk within the County of San Diego. In alignment with the state-funded efforts, Learn Well is designed to support continuous quality improvement of ELC programs across the continuum of ELC setting types. Setting types include Center-Based Programs and Home-Based Programs: Family Child Care (FCC) and Family Friends and Neighbors (FNN). Both settings have both subsidized and non-subsidized funding. The intent is to work in collaboration with all ELC quality improvement efforts and investments in San Diego County to support the implementation of the QCC framework while addressing the individual needs of each site in their capacity to engage in continuous improvement of practices in support of each child's optimal development. Within this framework and project design, site quality improvement activities will continue to be encouraged and supported; however, in alignment with the state, investments will primarily focus on continuous improvement of the environments in which most of our counties youngest and most vulnerable children receive care and where their development is fostered in their early years. In alignment with the QCC Continuous Quality Framework, Learn Well will provide support for participating *Providers*.

As an overarching principle, Learn Well adopts a Multi-Tiered System of Support (MTSS) as the frame upon which the delivery of professional development and support to *participating providers* in the continuous development of quality early learning, care services for children, and family engagement. The MTSS model ensures an equitable and adaptable model where each provider

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receives the level of support they have identified to progress toward an expected level of quality in knowledge and skills (targets), resulting in identified outcomes for providers, for children, and for families. While continuing to engage prior SDQPI participants, Learn Well will include those providing services to infants and toddlers, privately operated centers, family childcare networks, family childcare homes, and unlicensed care known as Family Friend and Neighbor (FFN).

In alignment with the First 5 San Diego Strategic Plan, Learn Well focuses on leveraging and strengthening existing system infrastructures and the skills of the adults working directly with children and families. The focus shifts from child-centric data collection to adult-focused data collection to assess whether the MTSS strategy results in the adult outcomes expected, within a sustainable system, resulting in an increase of specific child skills and behavior closely linked to their success in later school trajectories.

Changes in adult behaviors and practices in early learning and care settings will be the primary focus. The MTSS is the strategy utilized to drive the varied levels of support to be provided to the site leader (i.e., site or FCC administrator/owner/leader) based on site needs, as identified. Their current quality improvement activities and Quality Improvement Plan will serve as the baseline for resources provided to the provider (i.e., site administrator/owner/leader) through working with a Coach as assigned. The development of the Quality Improvement Plan (QIP) will be tailored to meet the needs of the site. Learn Well will provide a differentiated support system and equitable approach. Targeted support will concentrate on quality improvement.

The Contractor shall provide ongoing monitoring and support to participating site leaders through regular coaching sessions with designated staff. These sessions will focus on progress toward the quality improvement goal(s) outlined in each site's Quality Improvement Plan (QIP). All coaching and professional development activities shall align with the Quality Counts California (QCC) Quality Continuum Framework. Providers, in collaboration with their coach, will review qualitative data from their Quality Improvement Plan throughout the year to assess progress, identify trends, and strengthen staff capacity to analyze and utilize data for continuous program improvement. The QIP, developed and implemented within the Multi-Tiered System of Support (MTSS) model, will document site-level supports and progress in the three Core Areas of the QCC Quality Continuum Framework. It will serve as both a guide and a tool for targeted quality improvement. Each QIP shall be developed collaboratively by the provider (e.g., site administrator, owner, or leader) and the coach. Together, they will establish goal(s) and short-term, measurable objectives informed by site-specific data and participant input. The QIP will connect professional learning opportunities and support strategies to identified site needs, targeting specific areas for improvement and building on program quality. The Contractor will support providers in developing the skills necessary to lead and sustain these improvements, including guiding their staff toward achieving the established goals.

4. TARGET POPULATION

In alignment with Quality Counts California (QCC), which includes leveraged Local Consortia and Partnership Grants, Learn Well will support early learning and care sites across the County's mixed delivery system, serving children ages birth to age 5 years, to include licensed Family Child Care (FCC) homes, center-based care, unlicensed Family Friend and Neighbor care (FFN) serving children with subsidies. The combined recruitment and continued engagement efforts will have specific targets for participation in Quality Improvement (QI) activities and will be aligned with the leveraged effort of the QCC Local Consortia and Partnership Grants. In accordance with the priorities outlined in QCC, the providers targeted for participation should serve vulnerable children or be located in communities experiencing significant trauma, and/or that are otherwise underserved, with special attention to rural settings, settings serving infants and toddlers, and settings serving children and families who are experiencing additional risk factors.

5. FUNDING FOR LEARN WELL

A total of up to \$3,000,000 for FY 2026-27 (July 1, 2026 – June 30, 2027) and two million seven hundred and fifty thousand dollars (\$2,750,000) annually for a total of two (2) years (July 1, 2027 – June 30, 2029) and two million five hundred thousand dollars (\$2,500,000) for (1) year (July 1, 2029-June 30, 2030) has been approved by the Commission to support the Learn Well Initiative for a total of five (4) years (July 1, 2026 through June 30, 2030). In addition, the Contractor shall work to provide additional sources of leveraged funding for the project, institute new strategic partnerships and develop innovative strategies to support the long-term sustainability of Learn Well throughout San Diego County. An additional \$1,424,671.98 from the F5CA Impact Legacy Grant has been approved for FY 2026-27.

6. KEY PROGRAM, SERVICE, AND IMPLEMENTATION REQUIREMENTS

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During the FY the contractor shall be responsible for providing the administration and coordination of services required for the successful implementation of the Learn Well Initiative. The key Learn Well Initiative areas of focus are as follows:

6.1 Provider Engagement, Enrollment, and Intake

- 6.1.1 The Contractor shall encourage continued participation of prior SDQPI participating providers and recruit new providers to engage in Learn Well, in alignment with the target population and Early Learning and Care provider settings. Targeted recruitment efforts to be utilized and organized for outreach to private and public entities to meet state-mandated efforts.
- 6.1.2 The Contractor shall ensure all necessary privacy notices required by the Commission, First 5 California and the San Diego County Office of Education are distributed to providers as necessary, based on the required need to obtain data to be reported to the Commission, First 5 California, California Department of Education and the San Diego County Office of Education.
- 6.1.3 The Contractor shall ensure all participating Learn Well agencies agree to the provision of data points required for reporting to the Commission and other leveraged funding sources in SDQPI as the base effort supplemented and enhanced locally by Learn Well.
- 6.1.4 The Contractor shall maintain records of participating sites by funding source, setting type, licensing status, and make arrangements with participating agencies for the collection of all necessary aggregate student and staff demographic data required by funders.
- 6.1.5 The Contractor shall establish an electronic survey system for the dissemination and data processing of parent satisfaction surveys. The Contractor shall collaborate with the Commission in the development of the surveys and shall establish a communication system to annually engage all site leaders in the dissemination of the parent survey responses.
- 6.1.6 The Contractor shall establish an electronic survey system for the dissemination of provider satisfaction surveys. The Contractor shall collaborate with the internal evaluator in the creation and analysis of the surveys.

6.2 Learn Well Quality Early Learning and Care Environment Strategy and Quality Improvement Supports

The Learn Well quality improvement will take place through a Multi-Tiered System of Support Model (MTSS). Through the implementation of this strategy, Quality Improvement (QI) coaching staff will engage providers in a differentiated scale of supports based on the following process implemented by the Contractor, to assess each site's needs and to determine priorities for quality improvement engagement and supports:

- 6.2.1 Learn Well MTSS structure and Quality Improvement supports in the development, implementation, and evaluation of the provider's Quality Improvement Process.
 - 6.2.1.1 The Contractor shall provide site-level support to the identified site leader and/or instructional team for the development of the site's Quality Improvement Plan (QIP) by a QI Coach. The Contractor shall provide an "SDQPI On Boarding" recording for new providers to complete before the first completion of the QIP.
 - 6.2.1.2 Mutually developed QIP by coaching staff and site leader/staff will consist of a S.M.A.R.T.E goal specific to the QCC Quality Continuum Framework, determine action steps, and professional learning and resources.
 - 6.2.1.3 The Contractor shall engage site staff through a decision-making and prioritization process to determine areas of need, timelines, and specific measures of goal attainment for each QIP goal to be targeted within the following 24 months.
 - 6.2.1.4 The Contractor shall provide a meeting with coachee and coach in support of coaching session preferences (day, time, modality: virtual, teleconference or in person) to be mutually completed with site leadership and serve as reference to schedule, accommodate and individualize Quality Improvement (QI) supports to be provided by the Contractor as aligned to the QIP goals with specific attention to each targeted QIP goal achievement criteria and timeline.
 - 6.2.1.5 The Contractor shall promote the development and monitoring of timelines for each site Quality Improvement Plan (QIP) within the first three months of the provider contract execution.
 - 6.2.1.6 The Contractor shall provide group Coaching support to each Learn Well site according to the QIP goals, as determined based on mutual agreement and need for support to achieve quality programming and improvement.

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- 6.2.1.7 Coaching support from the Contractor to the provider will be determined on a case-by-case basis for site leaders based on participation years. All site leaders must receive ongoing coaching on a mutually agreed upon, consistent frequency schedule throughout the year.
- 6.2.1.8 The Contractor shall monitor progress towards each QIP goal on an ongoing basis. Methods and frequency shall be modified if needed with the site leader to support QIP completion.
- 6.2.1.9 QIP Progress monitoring notes shall be documented based on the coaching dosage for all sites.

6.2.2 Learn Well Professional Development and Coaching

6.2.2.1 Professional Development

- 6.2.2.1.1 The Contractor shall provide Learn Well participating sites with Regionalized Workshops related to the QCC Quality Continuum Framework (QCF)
- 6.2.2.1.2 The Contractor shall provide a catalogue of professional development and training opportunities for Learn Well participants aligned to QCC QCF. These specific trainings are aligned with the three QCC Core Areas: Child Development and School Readiness, Teachers and Teaching, and Program Environment- Administration and Leadership.
- 6.2.2.1.3 The Contractor shall provide the structure for Community of Practice (CoP) for staff working at sites participating in SDQPI, to develop collegiality and a dynamic learning structure for systems' improvement across the San Diego County area.
- 6.2.2.1.4 The Contractor shall post, publicize, and update at least quarterly, all available trainings (workshops, CoPs, mini-conferences) in a single web-based location made available to the workforce via SDQPI media, the SDQPI website, the Child Care Development and Planning Council (LPC), and other San Diego QCC Consortium member agencies as applicable.
- 6.2.2.1.5 The Contractor shall develop and offer trainings specifically developed to engage sites in the identification and support of children experiencing homelessness.

6.2.2.2 Coaching

- 6.2.2.2.1 The Contractor shall provide QI ongoing coaching cycles for Learn Well site leaders to promote practices that support the fulfillment of the site Quality Improvement Plan (QIP).
- 6.2.2.2.2 The Contractor coaching staff shall support and develop focused coaching strategies aligned to the QCC QCF.
- 6.2.2.2.3 The Contractor shall provide, develop, and implement targeted protocols for the management of coaching sessions, alignment to topics on the QIPs, and adherence to coaching quality assurances.
- 6.2.2.2.4 The Contractor's coaching staff shall provide support to site staff to increase access/connection of community resources for families, particularly those considered to be vulnerable (Ex, homeless, foster, families who have children identified as having special needs or who exhibit challenging behavior).
- 6.2.2.2.5 All coaching investments shall follow a Gradual Release of Responsibility (GRR) model where the site leader is progressively empowered to support their practices and the practices of their site staff, as applicable.
- 6.2.2.2.6 Coaching at each site shall include both the site leader and staff and will incorporate walkthroughs (in person or virtual) and joint observations of instructional practices. Group coaching sessions will support implementation of the Gradual Release of Responsibility (GRR) model, empowering site leaders and promoting sustainable, practice-based improvement focused on teaching strategies and program actions. Group coaching will also be offered for site leaders within the same agency and across the county, based on shared goals.

6.2.3 Learn Well Enhanced Services

- 6.2.3.1 The Contractor may purchase and make available materials for site leaders and staff who have been trained on the tool to implement child developmental and social-emotional screenings using the appropriate ASQ screening tools.

6.3 Kindergarten Transition

- 6.3.1 The Contractor shall leverage existing resources to develop and make available a digital "Kinder Transition Toolbox" with preschool to kindergarten transition resources available in various languages for providers to:
 - Share transition information with parents.
 - Promote transition visits for children moving to a new kindergarten placement before the start of the academic year.

6.4 Maintaining Qualified Staff

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- 6.4.1 The Contractor shall retain the necessary staff to leverage and build upon QCC resources in the implementation of Learn Well within SDQPI.
- 6.4.2 The Contractor shall target quality professional development opportunities for staff to engage in current Early Childhood Education trends and provide programmatic shifts into research-based practices for Learn Well sites through professional development growth opportunities.
- 6.4.3 The Contractor shall ensure that all Learn Well coaching and professional development staff receive ongoing training and maintain certification aligned with the Quality Counts California (QCC) recommended practices, tools, and credentials. In the absence of specific QCC guidance, training shall follow peer-reviewed best practices in the field to ensure the delivery of high-quality professional development and coaching services.
- 6.4.4 The Contractor shall maintain up-to-date information and practices necessary to continue to leverage other QRIS funding sources, including travel and attendance at meetings and conferences specific to a collaborative and leveraged implementation of QRIS in San Diego County.
- 6.4.5 The Contractor shall designate a staff as the IMPACT Hub Coordinator to host and facilitate regularly scheduled San Diego QCC Consortium meetings, provide oversight and monitoring for all IMPACT Hub and San Diego QCC Consortium related requirements and activities as funded by IMPACT Hub, First 5 California and provide continuity for the consortium as funding channels shift.
- 6.4.6 The Contractor shall ensure that a data system team manages data system training, supports data collection and reporting activities, and provides data utilization technical assistance for Learn Well participants, and ensures successful data uploads to QCC Common Data File, in accordance with FERPA regulations.
- 6.4.7 The Contractor shall designate staff to support sites in the use of the data system, collection and submission of data for external reporting and evaluation purposes, and utilization of data and establishing reports for ongoing use by the coaching and professional development team to inform practices.
- 6.4.8 The Contractor shall designate to coordinate efforts in data collection and the implementation of the Work Force registry across the initiative.
- 6.4.9 The Contractor shall designate staff to support Learn Well's administrative, fiscal, and budgetary activities.

6.5 Learn Well Stipends and Incentives for Providers and the Workforce

- 6.5.1 The Contractor shall utilize incentives for new Learn Well SDQPI Agencies to assist in purchasing items needed to improve environments and promote quality adult-child interactions.
- 6.5.2 The Contractor shall establish and implement an annual stipend system for Learn Well participating providers in the roles of site leader, teacher, and/or assistant. (Attachment 3) The stipend system shall be based on a single stipend rate for all participants.

6.6 Learn Well Outreach & Communications Materials:

- 6.6.1 The Contractor shall update and maintain the SDQPI website as a platform for the provision of resources, engagement, and communication.
- 6.6.2 The Contractor shall promote the usage of the Commission's Talk, Read, Sing campaign on the SDQPI Website.

6.7 Learn Well Development of Collaborative Relationships and Future Sustainability Funding Opportunities:

- 6.7.1 The Contractor shall engage with community agencies, collaborative cross-sector endeavors in support of enhancing and improving the developmental trajectory of San Diego's children who are most at risk.
- 6.7.2 The Contractor shall maintain state-level contacts with the California Department of Education and professional organizations supporting cross-sector communication and collaborations in the provision of early learning and quality improvement activities and supports.
- 6.7.3 The Contractor shall have designated staff to collaborate at county and state-level meetings focused on access to quality supports and services to young children and their families.

6.8 Reports and Meetings

- 6.8.1 The contractor shall attend applicable First 5 San Diego ECE meetings/ conference calls, Commission meetings, and Learn Well Initiative community meetings to ensure alignment of First 5 Commission ECE programs.
- 6.8.2 The SDCOE Early Education Unit Director and the Learn Well Initiative leadership team, as appropriate, shall meet monthly or as needed with the Commission's Contract Officer's Representative to support ongoing effective communication, questions and concerns, and to identify strategies for improving the implementation of the Learn Well Initiative Project. A Quarterly narrative report will be sent electronically to First 5 San Diego COR, except for quarter one.

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6.9 Enhanced Services with Leveraged Funding Sources

- 6.9.1 The contractor shall collaborate with the Commission to seek and apply for funding that can be leveraged in support of the Learn Well Initiative.
- 6.9.2 The contractor shall grant the Commission/First 5 California the copyright for any products created, provided, developed, or produced under the First 5 California IMPACT Technical Assistance Hub Agreement and ownership of any products not fixed in any tangible medium of expression. Contractor shall assign those rights to First 5 San Diego/First 5 California in a format prescribed by First 5 San Diego/First 5 California. For any products for which the copyright is not granted to First 5 San Diego/First 5 California, First 5 San Diego/First 5 California shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so. All products distributed under the terms of this First 5 IMPACT Technical Assistance Hub Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of First 5 San Diego/First 5 California. This notice shall be placed prominently on products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "First 5 California."

7. LEARN WELL INITIATIVE EVALUATION REQUIREMENTS

The First 5 Commission of San Diego (Commission) is accountable for the effective use of Proposition 10 funds to ensure that children are healthy, are loved and nurtured, and enter school as active learners. The Commission is required by both 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 in San Diego County. The Commission's Strategic Plan contains a few focused areas of investment, including a mandate to provide high quality preschool services (Learning). The Strategic Plan also specifies the objectives to be achieved and the core indicators and targets for the five-year period of 2025-2030. Together the strategic goal areas, the indicators and the desired measures provide the structure to measure the Learn Well Initiative project outcomes. In addition, the Learn Well Initiative Evaluation Framework, which includes the Performance Measures; the Evaluation Roles and Responsibilities document; and the Performance Measures Data Reporting Timelines provide an overall picture of the Learn Well Initiative program evaluation.

The performance of the Learn Well Initiative contractor will be measured against the program's implementation plan which includes pre-established project milestones and progress benchmarks, and the service delivery expectations that are delineated in this Statement of Work. In addition, the Contractor shall submit children's demographics. The Commission's evaluation contractor shall oversee the methods for measuring and reporting the outputs and outcomes of this initiative and will use this data to assess the effectiveness of the contractor in its role of program coordination and support.

7.1 Contractor Evaluation Requirements

- 7.1.1 Evaluation Studies and Coordination.
- 7.1.1.1 The contractor shall collect data, using the tools and protocols identified by the Commission.
- 7.1.1.2 The contractor shall cooperate with Commission's Evaluation Manager, who will provide technical assistance to the contractor in evaluating the Learn Well Initiative program and ensure a meaningful connection to the Commission's Evaluation Framework.
- 7.1.1.3 The contractor shall abide by all evaluation expectations and requirements as noted elsewhere in this document.
- 7.1.2 Data System. The contractor shall participate in a comprehensive, countywide, internet-based evaluation and management process as identified by the Commission. The contractor shall input the Learn Well Initiative program's process and outcome data as specified by the Commission into the First 5 San Diego Contract Management and Evaluation Data System (CMEDS*) three times a year (Quarter 2, 3 and 4).
- 7.1.2.1 The SDQPI lead contractor shall upload data from their organization's database into the CMEDS upload template provided by First 5 San Diego. The Learn Well Initiative lead contractor shall have dedicated IT support staff to perform this function. The CMEDS database is compliant with Assembly Bill 1584 requirements. Documentation available upon request.
- 7.1.3 Reporting Schedule. The contractor shall submit complete and accurate data and reports within thirty (30) days after the end of each quarterly reporting period, in accordance with the schedule outlined in Section 13.8 of this Agreement.

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End of the year reports shall be submitted no later than thirty (30) days after the end of the fiscal year. The Commission may withhold payment if said data and reports are not received within forty-five (45) days following the end of the reporting period.

- 7.1.3.1 The contractor shall complete a quality assurance process and ensure that complete, clean and accurate data are uploaded to the CMEDS server by the 18th of each October, January, April and July. (When the 18th falls on a weekend, data are due the following Monday.) The Quarterly Performance Measure Data Reporting Timelines will be provided in a forthcoming amendment.
- 7.1.3.2 The contractor shall ensure that all final data verification is complete and that complete and accurate date is “live” in CMEDS by the final day of January, April and July (within 30 days after the end of the reporting period).
- 7.1.3.3 Informed Consent. The contractor shall obtain informed consent in accordance with the process and requirements defined by the Commission and the California Education Code for this project. The contractor shall be required to ensure that all (100%) of Learn Well Initiative provider agencies retain signed copies of all (100%) of their consent forms in such a manner that consent can be verified.
- 7.1.3.4 Confidentiality for Evaluation and Research. The contractor and Commission shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer-based data, and/or audio and/or video recording. Records shall be handled and maintained in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, as well as with the Commission’s Guidelines for Protection of Human Subjects and Data Security for Research and Evaluation Activities.
- 7.1.4 The contractor shall follow First 5 Commission Policy CFC 020 regarding the protection of Human Subjects and Data Security for Research and Evaluation activities.
- 7.1.5 The contractor shall work with Learn Well Initiative providers, Commission staff and the Commission’s Evaluation Contractor to ensure accurate and consistent data collection, and reporting processes that meet Commission requirements.
- 7.1.6 The contractor shall devote sufficient resources from the Learn Well Initiative Program budget to evaluation activities and quality improvement.
- 7.1.7 The contractor shall retain sufficient evaluation staff support to oversee and manage the Learn Well Initiative program evaluation function and reporting.
- 7.1.8 The contractor shall be responsible for their subcontractors’ compliance with all data and program evaluation requirements.
- 7.1.9 The contractor shall collaborate with the Evaluation Contractor, First 5 San Diego staff and the subcontractors to share evaluation findings and facilitate program improvements.
- 7.1.10 The contractor shall cooperate with the Commission’s Evaluation Contractor on evaluation activities such as focus groups, case studies, and/or survey distribution.
- 7.1.11 The contractor shall comply with the First 5 California Children and Families Commission evaluation requirements and cooperate with the First 5 California evaluation team on special statewide evaluation activities, as needed
- 7.1.12 The Contractor shall utilize multi-factor authentication (MFA) to provide an additional layer of security for CMEDS data and information. Accessing CMEDS through MFA prompts users to verify themselves on a separate device after login.
 - 7.1.12.1 All CMEDS users, including but not limited to staff, subcontractors, consultants, interns, and volunteers, shall complete MFA verification prior to accessing CMEDS.
 - 7.1.12.2 Contractor shall provide all CMEDS users an Authenticator Token and/or register a smartphone capable of using an authenticator application.
 - 7.1.12.2.1 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
 - 7.1.12.3 The Authenticator Token and/or authentication application shall be included in the program’s annual budget and claimed through normal invoicing

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7.2 Evaluation Roles and Responsibilities

The contractor shall follow the Commission's Evaluation Roles and Responsibilities as provided in the Attachment #5 to this contract.

7.3 Learn Well Key Indicators

The First 5 San Diego Learn Well Initiative supports the Strategic Plan's core strategies to provide: quality enhancement of preschool classrooms; early identification and treatment of developmental delays and social emotional issues; and parent and caregiver education to promote positive parenting practices. Additionally, Learn Well supports the following Strategic Plan objectives and indicators: (To Be Determined)

8. STAFFING

8.1 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. The notification will include a plan to ensure services continue with minimal impact.

8.2 Unfilled Positions.

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

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ADDENDUM 1 - FIRST 5 CALIFORNIA IMPACT LEGACY GRANT

1. FIRST 5 CALIFORNIA IMPACT LEGACY GRANT

The contractor shall support quality improvement of ELC settings in their communities by:

- 1.1.1 Providing outreach, engagement, and incentives to participating sites
- 1.1.2 Supporting professional development, including training, coaching, and access to resources

1.2 IMPACT Legacy Populations Served and Participation Targets

- 1.2.1 Site Participation: Programs/early educators serving infants and toddlers, children who are multilingual learners, children in foster care, unhoused families, children with special needs, tribal, refugee/newcomer families, migrant families, and rural/isolated communities.
- 1.2.2 Outreach: Elevate and expand outreach and engagement opportunities to new center and home-based child care early educators in the highest need communities. Develop cohort(s) of enthusiastic and trusted community leaders/champions to support and promote participation in communities with a history of segregated housing patterns, discrimination, and persistent inequities.
- 1.2.3 Settings to be included in IMPACT Legacy counts include the settings outlined below that are not currently receiving state or federal subsidy or funding (including Head Start, Early Head Start, California State Preschool Program, General Child Care, Migrant Program, or Title 1).
 - 1.2.3.1 Private Traditional Settings:
 - 1.2.3.1.1 Center, Family Child Care, and Family, Friend and Neighbor Providers
 - 1.2.3.2 The contractor shall meet the required thresholds for the IMPACT Legacy program.
 - 1.2.3.2.1 40% or more of the participating sites serve Infants/Toddlers
 - 1.2.3.2.2 60% or more of the participating sites shall be home-based settings (FCC and FFN).

1.3 Ensure Quality Improvement Efforts

- 1.3.1 The Contractor shall develop Site Quality Improvement Plans — All participating sites and individuals directly receiving support must have a QIP completed, either jointly with the site or on behalf of the educator/provider (e.g., FFN). All QIPs must include consistent information describing, at a minimum: QI goals, actions to achieve the goals, resources needed to achieve the goals, and a timeline. The standardized QCC Site and Individual QIP Template may be used, or the contractor may choose to use their own, provided all elements are included with similar breadth and depth and can be reported to the state efficiently.
- 1.3.2 The Contractor shall offer Professional Development opportunities delivered through evidence-informed effective delivery methods, and where possible, aligned with and in adherence to the California Early Childhood Educator Competencies, including but not limited to:
 - 1.3.2.1 Coaching — a dynamic and collaborative process grounded in a learning and supportive relationship for both coach and coached that supports adult learning, self-reflection, and self-directed, culturally supportive action to benefit the children and families whom the coached serve.
 - 1.3.2.2 Training – learning opportunities designed and implemented using principles of adult learning to improve the participants’ knowledge, skills, and competencies to support young children and their families.
 - 1.3.2.3 Resources supporting professional growth – Information and paths for equitable access and opportunities for adult learning to gain skills, dispositions, and knowledge that are incorporated into the work of supporting the development and well-being of children and their families.
- 1.3.3 The Contractor shall provide Professional Development Opportunities in coordination with the Regional Hub focused on:
 - 1.3.3.1 Improving caregiving and instructional methodologies that promote culturally and linguistically appropriate and successful practices for caregivers and families of Multilingual Learners (MLLs) aged 0 to 5.
 - 1.3.3.1.1 The contractor shall provide coaching and training for providers on the personalized Oral Language Learner Strategies.

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- 1.3.3.1.2 The contractor shall provide training on the Teaching Pyramid Framework/Social Emotional Development Strategies.
- 1.3.3.1.3 The contractor shall provide training and coaching for providers on the PTKLF Language and Literacy Domain, which includes support for MLLs.
- 1.3.3.1.4 The contractor shall provide training and coaching on culturally responsive practices.
- 1.3.3.1.5 The contractor shall provide training and coaching for providers on the Preschool English Language Learners Guide.
- 1.3.3.1.6 The contractor shall partner with the Institutes of Higher Education to promote the importance of courses on support for MLLs.
- 1.3.3.1.7 The contractor shall promote the benefits of Multilingualism on the Local QCC Website.
- 1.3.3.1.8 The contractor shall align the elements of QCC Quality Continuum Framework into all the professional learning offerings.
- 1.3.3.1.9 The contractor shall provide recruiting and onboarding materials in at least two languages.

1.4 Contractor Performance Measures

- 1.4.1 The contractor shall maintain the following records in accordance with the reporting requirements outlined in their IMPACT Legacy and HUB proposal for FY 2025-26.
 - 1.4.1.1 The contractor shall develop and maintain attendance records for activities/coaching/training.
 - 1.4.1.2 The contractor shall develop and maintain training handouts.
 - 1.4.1.3 The contractor shall develop and maintain QIP goals
 - 1.4.1.4 The contractor shall develop and maintain coaching logs
 - 1.4.1.5 The contractor shall develop and maintain data reports
 - 1.4.1.6 The contractor shall develop and maintain a Professional Learning Catalog
 - 1.4.1.7 The contractor shall develop and maintain onboarding materials in a minimum of two languages.

1.5 Provision of Incentives

- 1.5.1 Site Level Incentives
 - 1.5.1.1 May be monetary or may include non-consumable, sustainable materials to support early learning environments or access to professional development trainings, coaching, and resources through specific funds or direct provisions.
 - 1.5.1.2 Incentives at the site level should be restricted to settings with limited resources (i.e., do not have additional state/federal funding or access for advancing QI efforts)

1.6 Data collection and reporting

- 1.6.1 Participating site targets will be verified using required data reported annually (e.g., common data file, or other data reporting mechanism)
- 1.6.2 All sites must commit to participating in state, regional, and/or local evaluation, as applicable, including data collection at the early educator, classroom, and site level.
- 1.6.3 Funding will be verified using budget narratives, invoices, and other fiscal reporting mechanisms to accurately reflect the scope of expenditures related to IMPACT Legacy activities.
- 1.6.4 Programmatic requirements will be verified using reporting mechanisms (e.g., Action Plans, Annual Performance Reports, etc.) and individual communication with lead agency program leads.

1.7 Match and Sustainability

- 1.7.1 County lead agencies will be required to match local IMPACT Legacy funding based on county size (see Appendix E for county match amounts). F5CA encourages all lead agencies to actively seek ways to leverage funding and add other state and local resources to IMPACT Legacy. Local county lead agencies must submit a

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two-year budget and narrative and specify matching funds contributed by collaborative partners on either an in-kind or cash basis and explain how the match contribution will be used in the local quality improvement system.

- 1.7.2 Funds used as match can come from existing programs aligning with QCC, except for CDE's CSPP QRIS Block Grant and Workforce Development Pathways Grant.

Allowable matching funds include, but are not limited to, the following: Proposition 10 county tax revenue, Federal (e.g., Early Head Start, Head Start), State (QCC Quality Improvement Grant, SPCFA, AB212, etc.), Local government, Non-profit organization, Private foundation, Grants, and In-kind (salary, space, etc.)

- 1.7.3 The Contractor shall report all partners or resources providing leverage/match funding and amount, Use of funding within QCC, Type of match provided (program alignment, cash, in-kind, donation, etc.), Mechanism/manner of receiving funds from locals, and any additional basis for cost estimates or computations.

1.8 Summary and Dates of Deliverables

- 1.8.1 Under F5CA's Authority, the contractor shall submit a summary of data based on its findings from activities funded by this grant. Data requirements and formatting for the summary of data shall be provided at the instruction of F5CA. The summary of data shall be reviewed, validated, and accepted by F5CA, and all or portions of the submitted data may be published in F5CA's Annual Report. In addition to a summary of data, the following is a requirement for the fulfillment of this funding:

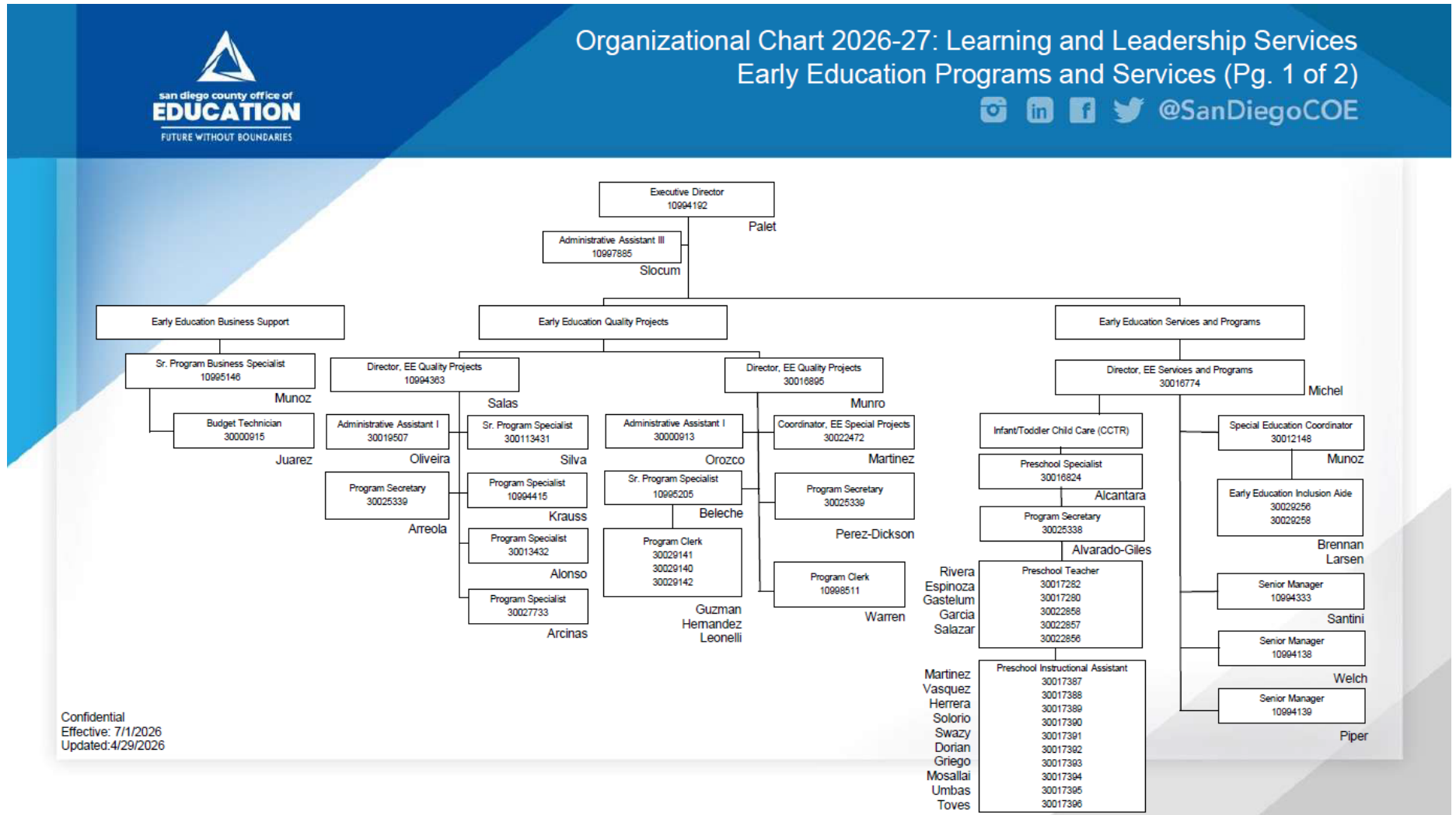
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Deliverables	Responsible party	Due Date
Regional invoice submitted via the Portal which includes documentation of expenses from each county, regional Hub, and the grantee	First 5 San Diego	Quarterly
Local and Regional MOUs or sub-grants/contracts with FLA	First 5 San Diego	Prior to first invoice
Annual Performance Report (APR)	SDCOE	Annual in October for the prior Fiscal Year
Common Data File (CDF)	SDCOE	Annual in September for the prior Fiscal Year
Data, upon request, for evaluation	SDCOE	TBD

2. FIRST 5 CALIFORNIA IMPACT LEGACY TECHNICAL ASSISTANCE HUB GRANT:

- 2.1 The contractor shall develop a coaching plan – consistent and equitable coaching implementation should be demonstrated across the region through the following:
 - 2.1.1 Coaching structures, alignment strategies, and cross agency implementation,
- 2.2 The contractor shall fulfill reporting requirements to F5CA and state partners (e.g., Hub Annual Performance Report, other regional evaluation, or information collection efforts).
- 2.3 The contractor shall manage equitable access to high quality training for participating early educators, coaches, trainers, and communities across the region that maximize resources and reduce duplication of training efforts.
- 2.4 The contractor for the Hub shall maximize efficiencies and strengthen coordination and capacity across the region by:
 - 2.4.1 Supporting communication and partnership building
 - 2.4.2 Partnering with F5CA to achieve the MLL, family engagement, and safe, stable, nurturing relationships and environment goals outlined above for all programs/educators in QCC.
 - 2.4.3 Ensuring equitable access to high-quality coaching
 - 2.4.4 Ensuring equitable access to effective training and professional development opportunities for educators, coaches, trainers, and communities
 - 2.4.5 Supporting data collection and evaluation across the region
 - 2.4.6 Managing a regional data system contract

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Learn Well Work Plan and Timeline for Implementation of Services

Provider Engagement, Enrollment, and Intake		
Activity	Timeframe/ Target Date	Responsible Party
Develop a sample enrollment form and registration form that includes questions about the child's home language, and all required demographic and personal information. Establish a process for sharing this information with all Learn Well coaching staff and leadership at participating sites.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services/ Senior Program Specialist Early Ed Data & Reporting
Develop a system for participants to share the First5 San Diego Evaluation Information. Document and retain records for 5 years.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services
In collaboration with the CCL offices covering SD county and the R&R, develop a process to ensure immediate notification from the Community Care Licensing and/or the Resource and Referral Site (YMCA Child Resource Services) regarding the determination that ANY site participating in Learn Well has been placed in 'Not-in - Good-Standing' status with Community Care Licensing.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services
Develop MOU's/formal contracts between SDCOE and participating agencies outlining commitment to participate in QI activities, and data collection.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services. Business Specialist, Business Technician
Work with Harder and Company to create, review and distribute electronic surveys for caregivers and site leads by May 01; determine timelines, dissemination procedures, and reporting processes for each survey type submission.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services

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Learn Well Quality Preschool Environment Strategy and Quality Improvement Supports		
Activity	Timeframe/ Target Date	Responsible Party
Develop and conduct training for Learn Well coaches on how to develop QIP goals with measurable short-term action steps and a process to document growth and when goals are attained. Set criteria when coaches and site leaders jointly decide to modify QI strategies and investments to meet the site goal; set frequency of QIP progress reviews; set process for notating progress on QIP.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist Early Education Programs and Services
Establish and implement a process and parameters for coaches and site leaders to mutually decide on a coaching schedule with consistent frequency.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services
Establish and implement an internal process to supervise coaching staff in the development of Site QIPs. This process will include collaboration across the sites and include plans for ongoing supervisory reflective support and review of coaches' ability to support the sites' QIP development.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist Early Education Programs and Services
Learn Well Professional Development and Coaching		
Activity	Timeframe/ Target Date	Responsible Party
End of Year Report: Inclusive of OMS, Community of Practice (CoP), Trainer of Trainer (TOT) for all professional development activities	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services,
Develop a SDQPI PD Catalogue including all professional learning activities offered by SDCOE as aligned to the QCC Quality Continuum Framework. The catalog will be updated quarterly.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Program Specialists Early Education Programs and Services
Develop a Learn Well description summary for site leader coaching models: Individual, or group coaching.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist Early Education Programs and Services
Update QI coaching protocol for Learn Well to promote practices that align to the site's Quality Improvement Plan (QIP), align to a model of Gradual Release of Responsibility for site leaders, and address assurances for coaching quality	<i>July 1, 2025 - Ongoing</i>	Senior Program Specialist Early Education Programs and Services

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Kindergarten Transition		
Activity	Timeframe/ Target Date	Responsible Party
Develop and post for Learn Well and school district access to a “Kinder Transition Toolbox” in various languages.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services

Quality Improvement Activities for Learn Well Early Learning and Care Environments		
Activity	Timeframe/ Target Date	Responsible Party
Update all internal protocols and subsequent staff training to engage in quality improvement activities for all sites monitored for program quality, in alignment with QCC Quality Improvement.	<i>July 1, 2025 - Ongoing</i>	Senior Program Specialist Early Education Programs and Services

Learn Well - Maintaining Qualified Staff		
Activity	Timeframe/ Target Date	Responsible Party
Develop and execute a comprehensive professional development plan for Learn Well coaches and trainers to ensure they remain current with best practices in supporting early learning and care educators. Support the Leadership Team in identifying and utilizing other QRIS funding sources, including participation in relevant meetings, conferences, and travel opportunities that promote a collaborative and integrated implementation of QRIS across San Diego County.	<i>July 1, 2025 - Ongoing</i>	Senior Program Specialist Early Education Programs and Services, Director Early Education programs and Services
Calendar, host and facilitate regularly scheduled San Diego QCC Consortium meetings, provide oversight and monitoring for all IMPACT Hub and San Diego QCC Consortium related requirements and activities as funded by IMPACT Hub, First 5 California and QCC Quality Improvement	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services

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Define the roles and responsibilities of the Data and Technical Assistance Team, including oversight of data management systems, training of SDCOE and Learn Well site staff (as applicable), and the development of reports, as needed.	July 1, 2025 - Ongoing	Senior Program Specialist Early Ed Data & Reporting
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Learn Well SDQPI Stipends and Incentives for Programs and the Workforce		
Activity	Timeframe/ Target Date	Responsible Party
Establish and implement an annual stipend and incentive system for Learn Well participants and develop communication materials for sites to understand the requirements and process to meet eligibility.	July 1, 2025 - Ongoing	Coordinator of Special Projects in Early Education Programs and Services,
Establish an incentive process for eligible Learn Well participating sites.	July 1, 2025 - Ongoing	Senior Program Specialist
Activity		Responsible Party
Establish a website for Learn Well within SDQPI, in alignment with the branding and communications plan for First 5 San Diego (Talk/Read/Sing), and in distribution of aligned resources, engagement opportunities and joint communications.	July 1, 2025 - Ongoing	Director and Executive Director Early Education Programs and Services
Activity		Responsible Party
Update all SDCOE contact information with the state, First 5 CA, CDE, CDSS and QCC leadership teams and maintain state-level contacts with these organizations, other early learning and care professional organizations, private, county and community agencies, and local governmental agencies. Implementation of the Quality Improvement of cross-sector communication and collaborations (Local Consortia, Local Planning Council) in the provision of quality early learning and care quality improvement activities and supports for sites, community, children within the county.	July 1, 2025 - Ongoing	Director, Executive Director, Coordinator,

Learn Well Data Systems		
Activity	Timeframe/ Target Date	Responsible Party
Maintain the secure specified database that contains intake and historical data (qualitative/quantitative) for reporting the Learn Well Initiative and for the calculation and provision of stipends and incentives.	July 1, 2025 - Ongoing	Senior Program Specialist Early Ed Data & Reporting, Director Early Education Programs and Services

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<i>First 5 California IMPACT Legacy</i>		
Activity	Timeframe/ Target Date	Responsible Party
The contractor shall support quality improvement of ELC settings in their communities by: • Providing outreach, and engagement, to participating sites • Supporting professional development including training, coaching, and access to resources	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist Early Education Programs and Services, Program Specialists Early Education Programs and Services
IMPACT Legacy Populations Served and Participation Targets Site Participation: Programs/early educators serving infants and toddlers, children who are multilingual learners, children in foster care, families who are unhoused, children with special needs, tribal and rural/isolated communities. Outreach: Elevate and expand outreach and engagement opportunities to new center and home-based child care early educators in the highest need communities. Develop cohort(s) of enthusiastic and trusted community leaders/champions to support and promote participation in communities with history of segregated housing patterns, discrimination, and persistent inequities. Settings to be included in IMPACT Legacy counts include the settings outlined below who are not currently receiving state or federal subsidy or funding (including Head Start, Early Head Start, California State Preschool Program, General Child Care, Migrant Program, or Title 1). Private Traditional Settings: Center, Family Child Care, and Family, and Friend and Neighbor Providers The contractor shall meet the required thresholds for the IMPACT Legacy program. 40% or more of the participating sites serve Infants/Toddlers 60% or more of the participating sites shall be home-based settings (FCC and FFN).	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist Early Education Programs and Services, Program Specialists Early Education Programs and Services
The Contractor shall develop Site Quality Improvement Plans — All participating sites and individuals directly receiving support must have a QIP completed, either jointly with the site or on behalf of the educator/provider (e.g., FFN). All QIPs must include consistent information describing, at a minimum: QI goals, actions to achieve the	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist

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goals, resources needed to achieve the goals, and a timeline. The standardized QCC Site and Individual QIP Template may be used, or the contractor may choose to use their own, provided all elements are included with similar breadth and depth and can be reported to the state efficiently. The Contractor shall offer PD opportunities delivered through evidence-informed effective delivery methods, and where possible, aligned with and in adherence to the California Early Childhood Educator Competencies, including but not limited to: Coaching — a dynamic and collaborative process grounded in a learning and supportive relationship for both coach and coached that supports adult learning, self-reflection, and self-directed culturally supportive action to benefit the children and families whom the coached serves. Training – learning opportunities designed and implemented using principles of adult learning to improve the participant’ knowledge, skills, and competencies to support young children and their families. Resources supporting professional growth – Information and paths to equitable access of opportunities for adult learning for the purpose of gaining skills, dispositions, and knowledge that are incorporated into the work of supporting the development and well-being of children and their families. Partner with Higher Education – promoting multiple options to support access to higher education, including, but not limited to, support for navigating enrollment, course advisors, and linguistic, technological, or adaptive access to coursework.		Early Education Programs and Services, Program Specialists Early Education Programs and Services
The Contractor shall support Site/educator recruitment, onboarding, and engagement — positive and targeted outreach and information for ELC educators and settings on what, why, and how to participate in QCC, including support through orientation or guidance and during and following enrollment in QI planning and participation.	July 1, 2025 - Ongoing	Senior Program Specialist Early Education Programs and Services,
The Contractor shall incorporate the current F5CA public education and outreach campaign messaging — embedding the importance of and strategies to strengthen positive adult-child relationships, attachment, and interactions that promote the well-being of children and families, so they thrive and succeed.	July 1, 2025 - Ongoing	Director Early Education Programs and Services, Senior Program Specialist Early Education Programs and Services
Data collection and reporting Participating site targets will be verified using required data reported annually (e.g., common data file, or other	July 1, 2025 - Ongoing	Director Early Education Programs and Services, Senior Program Specialist

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data reporting mechanism) All sites must commit to participating in state, regional, and/or local evaluation, as applicable, including data collection at the early educator, classroom, and site level. Funding will be verified using budget narratives, invoices, and other fiscal reporting mechanisms to accurately reflect the scope of expenditures related to IMPACT Legacy activities. Programmatic requirements will be verified using reporting mechanisms (e.g., Action Plans, Annual Performance Reports, etc.) and individual communication with lead agency program leads.		for Data and Reporting Early Education Programs and Services
The contractor shall submit a summary of data based on its findings from activities funded by this grant. Data requirements and formatting for the summary of data shall be provided at the instruction of F5CA. The summary of data shall be reviewed, validated, and accepted by F5CA, and all or portions of the submitted data may be published in F5CA's Annual Report.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist for Data and Reporting Early Education Programs and Services
The contractor shall create and submit the annual performance report (APR) to First 5 California.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist for Data and Reporting Early Education Programs and Services
The contractor shall update, review, submit and validate the Common Data File (CDF) with First 5 California.	<i>July 1, 2025 - Ongoing</i>	Director Early Education Programs and Services, Senior Program Specialist for Data and Reporting Early Education Programs and Services

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First 5 California IMPACT Legacy Technical Assistance Hub		
Activity		Responsible Party
The contractor shall develop a coaching plan – consistent and equitable coaching implementation should be demonstrated across the region through the following: Coaching structures, alignment strategies, and cross agency implementation	July 1, 2025 - Ongoing	Director Early Education Programs and Services, Senior Program Specialist Early Education Programs and Services
The contractor shall achieve the grant purpose and objectives in collaboration with the state.	July 1, 2025 - Ongoing	Director Early Education Programs and Services
The contractor shall fulfill the reporting requirements to F5CA and state partners (e.g., Hub Annual Performance Report, other regional evaluation, or information collection efforts).	July 1, 2025 - Ongoing	Director Early Education Programs and Services, Senior Program Specialist for Data and Reporting Early Education Programs and Services
The contractor shall manage equitable access to high quality training for participating early educators, coaches, trainers, and communities across the region that maximize resources and reduce duplication of training efforts.	July 1, 2025 - Ongoing	Director Early Education Programs and Services, Program Specialist Early Education Programs and Services
The contractor for the Hub will maximize efficiencies and strengthen coordination and capacity across the region by: Partnering with F5CA to achieve the MLL, family engagement, and safe, stable, nurturing relationships and environment goals outlined above for all programs/educators in QCC. Ensuring equitable access to high-quality coaching Ensuring equitable access to effective training and professional development opportunities for educators, coaches, trainers, and communities Supporting data collection and evaluation across the region and managing a regional data system contract	July 1, 2025 - Ongoing	Director Early Education Programs and Services, Senior Program Specialist for Data and Reporting Early Education Programs and Services



Stipend Overview

IMPORTANT NOTICE

The SDQPI Stipend is an incentive program and is not an entitlement. Eligibility is contingent upon completion of all required tasks, compliance with established quality parameters, verification of active employment and role eligibility, and timely submission of required individual and agency-level data. Because eligibility depends on both individual and programming requirements, applicants are encouraged to complete all requirements as early as possible and work closely with site and agency leadership to ensure information is submitted accurately and on time.

Stipend Intent

The SDQPI Stipend supports continuous quality improvement and professional growth in Early Learning and Care (ELC) settings, including center-based programs, Family Child Care (FCC) providers, and Family, Friend, and Neighbor (FFN) providers. Recognizing that quality improvement and professional learning often require time beyond regular job responsibilities, the stipend acknowledges and encourages workforce members' investment in strengthening program quality and advancing their professional growth.

Equitable Access

Transitional kindergarten (TK) and special education staff employed by school districts are not eligible for this stipend. These roles are part of a publicly funded education system that typically has greater access to resources than infants, toddlers, and preschool programs. Additionally, an annual salary cap of \$97,861.45 will be applied per provider, based on the San Diego County Self-Sufficiency Standard. These determinations promote equitable distribution of stipend funds across the SDQPI workforce.

Visit the SDQPI Stipend website for details and updates about equitable access and the San Diego County Self-Sufficiency Standard.

Participation in the SDQPI Stipend Program

All staff employed in an eligible role at an SDQPI participating site whose information has been entered into their agency's SDQPI Data System (Vertical Change) account by **November 20, 2026**, will be automatically enrolled in the SDQPI Stipend Program.

Participating programs will have an opportunity to review, update, and correct staff information in Vertical Change through **December 18, 2026**.

To ensure accurate eligibility determinations and compliance with funding requirements, all required staff and program data must be submitted by the published deadlines. Information submitted after the correction period will impact stipend eligibility.

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Please note that if a program does not submit the required information by the established deadlines, staff at that program will not be eligible to receive a stipend, even if the delay is outside of their control. These timelines must be consistently maintained to meet funding and contractual requirements.

Eligibility Criteria

To qualify for the SDQPI Stipend, applicants must:

- Be actively employed in an eligible role at an SDQPI participating program through April 30 of the program year.
- Serve in an eligible role that meets established quality parameters.
- Complete all required tasks and details published on the SDQPI website.

Visit the SDQPI Stipend website for details and updates about active employment and other key terms.

Eligible Roles

Eligible staff must be employed at an SDQPI participating site and actively contribute to the care, education, supervision, and continuous quality improvement of enrolled children and families. Eligibility may be subject to additional quality parameters and verification processes.

Eligible roles include:

- Teacher, Lead Teacher, Co-Teacher, Assistant Teacher, and Instructional Assistant (only Center-Based Programs and Family Child Care Homes)
- Site Leader (one per site) and Assistant Site Leader (one per site at locations operating five or more sessions) (Center-Based Programs, Family Child Care Homes, and Family, Friend, and Neighbor Care)
- Floater (must work a minimum of 20 hours per week) (only Center-Based Programs)

Visit the SDQPI Stipend website for details and updates about both eligible and non-eligible roles.

Quality Parameters

Quality parameters are established to ensure stipend funds support workforce members actively contributing to high-quality early learning and care environments. Quality parameters may include, but are not limited to:

Active Employment

- Consistently employed and actively working through April 30 of the program year.
- Regularly engaged in direct services with children and/or families, managing day-to-day operations.
- Individuals who are no longer actively employed in an eligible role before April 30 of the program year are not eligible.

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Adult-to-Child Ratio

- Assistants and floaters must be actively utilized to support adult-to-child ratios.
- Programs may be required to verify staffing assignments and schedules.

Children Enrollment

- Programs must maintain active enrollment and fulfill contractual requirements.
- Programs may be required to share evidence of ongoing enrollment.

Hours of Operation

- Eligible programs and staff must provide daily and ongoing services to children consistent with their approved operating schedule.

Employment Verification

- Employment status, role designation, and program participation must be verified through Vertical Change and the Stipend Reports.
- Agencies are responsible for ensuring all data, including program and staffing information in Vertical Change, is accurate and current.

Data Submittal

- Quarterly Data must be submitted on time for agency staff to qualify for stipend eligibility.

Visit the SDQPI Stipend website for details and updates about quality parameters.

Required Tasks

Participating programs and staff are provided with opportunities to verify, update, and correct required information within the designated timelines.

Task	Submission Deadline
Attend Site QIP Development Session/ Orientation	November 20
Submit a Completed W-9 Form	November 20
Complete Four Hours of Approved Training Aligned with the QIP	April 30
Complete the Professional Learning (PL) Investment Survey	April 30

Eligibility requires completion of all requirements, verifications, and any necessary corrections by the deadlines listed. Due to funding and contractual requirements, deadlines cannot be extended. Visit the SDQPI Stipend website for guidance on W-9 submission, QIP development sessions/orientations, approved training options, and the PL Investment Survey.

Visit the SDQPI Stipend website for details and updates about these required tasks and more.

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ATTACHMENT 4: EVALUATION FRAMEWORK

First 5 San Diego: Learn Well Initiative
Evaluation Framework
July 1 through June 30

Project Overview and Goals

The purpose of the Learn Well initiative (Learn Well) is to build the early care and education systems and supports providers need to serve families with children ages birth through preschool- age ***ensuring the children*** have the foundation they will need to experience success in their school trajectory, and become life-long learners. Learn Well builds upon the foundation of former quality early learning initiatives including: The First 5 San Diego Quality Preschool Initiative, Preschool for All (PFA) Demonstration project and the Power of Preschool (PoP) project which:

1. Expanded access to quality early learning and care settings for children ages birth through five years across San Diego County;
2. Promoted increased participation in Quality Improvement Activities, Quality Counts California (QCC) through implementation of the QCC Quality Continuum Framework.
3. Offered families and caregivers a choice of programs in a range of settings participating in continuous quality improvement efforts;

Goals

- Increase the quality of early learning and care settings for children ages birth through five years across San Diego County by prioritizing providers that serve our most vulnerable populations in childcare where childcare deserts have been identified, with attention to those serving infants and toddlers;
- Promote increased participation in the County's Quality and Improvement System, Quality Counts California (QCC), through implementation of the QCC Continuous Quality Improvement Professional Development;
- Offer information on programs engaged in quality improvement

Evaluation Overview

Evaluation activities examine Learn Well at two levels:

1. **Process:** To confirm and track service numbers within each category in order to demonstrate who is being served
2. **Outcome:** To assess the impact of Learn Well on providers.

Connection of the Learn Well Evaluation to the 2025-2030 First 5 San Diego Strategic Plan

The First 5 San Diego Learn Well Initiative supports the Strategic Plan's core strategies to provide: quality enhancement of early education by providing provider engagement and targeted provider supports to increase the quality of early care and education.

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Eval Questions		Learn Well Measures	Tools/Data Collection Source	CMEDS	Reporting Frequency and Type							Notes	
					PM	Annually	Quarterly	Dashboard	State	Evaluation	Contract		
Data measures for Caregivers (i.e., any adult working in an early childcare setting)													
1	Do Learn Well caregivers (PROVIDERS – not parents) experience improvements in confidence and stress levels?	Caregivers’ reflection on growth and confidence(a)	(a) Caregiver <i>survey</i>			X					X		(a) provided to SDCOE by Harder+Co
2	Do Learn Well caregivers feel supported by their coach? Do Learn Well Caregivers feel their coach is helping them achieve their goals?	Caregivers’ report of changes in their knowledge, competence, and behavior following child-, director-, and site-level supports (a)	(a) Caregiver <i>survey</i>			X					X		(a) provided to SDCOE by Harder+Co
3		Caregiver and director self-efficacy (a)	(a) Caregiver <i>survey</i>			X					X		
		Caregiver perception of coaching support and goal achievement (a)	(a) Caregiver <i>survey</i>			X					X		
4	What types and how many professional development and training opportunities do Learn Well caregivers receive?	Alignment of professional development received to transfer of knowledge in the workplace (a)	a) Caregiver <i>survey</i> d) Web-Based data system			X					X		(a) provided to SDCOE by Harder+Co
		Caregiver perception of training relevance (a)				X					X		

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Eval Questions		Learn Well Measures	Tools/Data Collection Source	CMEDS	Reporting Frequency and Type							Notes
					PM	Annually	Quarterly	Dashboard	State	Evaluation	Contract	
5		Number and types of caregiver trainings offered (c)			X	X				X		(c) provided by SDCOE
6		Number/percent of site QIP goals in progress (d)				X				X		(d) provided by SDCOE
7		Number of site QIP goals completed achieved/met (d)				X				X		(d) provided by SDCOE
8		Number and length of coaching sessions participated in (individual adult records) (d)			X		X			X		(d) provided by SDCOE
9	What are the demographic characteristics of Learn Well caregivers?	Caregiver demographics (a)	(a) Caregiver survey			X				X		(a) provided to SDCOE by Harder+Co (c) provided by SDCOE
Data Measures for Sites												
10	What types of child care sites are participating in Learn Well? Number of Sites	Site report by age group(s) served and funding source(s), zip code, number of sessions per site for each age group, and license type (Center/FCC) (d)	(d) Web-based data system	PM 1, 2	X	X			X	X		(d) provided by SDCOE
11	How many children are served by Learn Well?	Number of children per site by age group(s) served (d)	(d) Web-based data system	PM 3	X		X		X	X	X	(d) provided by SDCOE

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Eval Questions		Learn Well Measures	Tools/Data Collection Source	CMEDS	Reporting Frequency and Type							Notes
					PM	Annually	Quarterly	Dashboard	State	Evaluation	Contract	
12	How many children are served by Learn Well? Number of children by Demographic category	Number of children speaking specific language, identifying of a specific race, ethnicity, , funding type (d)	(d) Web-based data system	PM 3	X		X	X	X	X	X	(d) provided by SDCOE
13	What are the demographic characteristics of Learn Well caregivers?	Total Number of participating adults per site, by role, permit level, and academic level (advanced degree), (admin/owner, teacher, assistant)	(a) Caregiver Survey	PM 4	X	X				X		(d) provided by SDCOE
14	What are the demographic characteristics of Learn Well caregivers? Number of staff participating in Learn Well by demographic category	Number of staff speaking specific language, identifying of a specific race, and ethnicity	(a) Caregiver Survey			X				X		(d) provided by SDCOE

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Performance Measure		Annual (A) Quarterly (Q) Monthly (M)	Target (If applicable)	Comments
1	Number of sites (unduplicated) at beg of FY (C/DE)	A	N/A	Reported in CMEDS
2	Number of sites (unduplicated) at end of FY (C/DE)	A	N/A	Reported in CMEDS
3	Number of children served across all Learn Well sites (Unduplicated; broken down by age group – birth to 3, 3-5 year olds) (C/DE/E/S)	Q	N/A	Reported in CMEDS
4	Number of providers participating in Learn Well (broken down into teachers, administrators, directors) (C/DE/E/S)	A	N/A	Reported in CMEDS
5	Number of coaching sessions hosted during the quarter (C/DE)	Q	N/A	Reported in CMEDS
6	Number and types of training opportunities offered (C/DE)	A	N/A	Reported in CMEDS
Standard Performance Measures				
	w. Narrative I: Executive Summary (C)	Q	N/A	Reported in CMEDS
	w. Narrative II: Program Accomplishments (C)	Q	N/A	Reported in CMEDS
	w. Narrative III: Difficulties / Barriers Encountered and Resolution(C)	Q	N/A	Reported in CMEDS
	w. Narrative IV: Other Remarks (C)	Q	N/A	Reported in CMEDS
	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.
	XLevb1. Leveraged Funding (State of CA) (C/E)	A		
C = Contract Monitoring E = Evaluation S = State Report DE = Directly Entered UA = Upload Associated				
Notes: Data are reported as site-level aggregates. There are no client-level or individual demographic data reported.				

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ATTACHMENT 5: EVALUATION ROLES & RESPONSIBILITIES

First 5 Commission of San Diego: Evaluation and Database Roles and Responsibilities Initiative Contracts ¹

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. • Work with the Commission Data and Evaluation Manager to coordinate in-depth data reviews as requested.

¹ Includes HDS, OHI, Learn Well, and F5FS. Outcomes and primary data collection may be conducted for these projects.
San Diego County Superintendent of Schools
Learn Well Initiative

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Title	Evaluation Roles
	• 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 prior 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.
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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	• 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 final 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. ○ 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. ○ Ensure users utilize multi-factor authentication (MFA) when accessing CMEDS. ○ 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.

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	For contractors uploading data (i.e., not doing direct data entry): • Receive prior approval from the Commission Data and Evaluation Manager to upload data for Contractor reporting. • Have adequate, professional IT support to manage the upload process. • Anticipate the level of effort, cleaning and coordination needed to upload data in CMEDS to meet contract reporting deadlines. • Clean upload files (including subcontractors' files) prior to submission to the Persimmony server using the CMEDS upload QA protocol. • Review data to ensure it has been successfully uploaded. Ensure data is live in CMEDS by the scheduled contract reporting deadlines
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ATTACHMENT 6: LEARN WELL QUARTERLY PERFORMANCE MEASURE TIMELINES

LEARN WELL Activity	Q1	Q2	Q3	Q4	Contractor	Evaluation	Persimmony	COR
1. SDCOE prepares upload file SDCOE BEGINS QA IN THEIR OWN DATABASE. SDCOE conducts QA on upload file using the Upload Quality Assurance Checklist and fixes all errors	N/A	Jan 15 (COB)	Apr 15 (COB)	Jul 15 (COB)	✓			
Upload Associated (UA)								
2. SDCOE uploads file onto Persimmony' s secure server (data is <u>not</u> yet visible in CMEDS) and sends email notification to F5SDCMEDS@SDCounty.ca.gov and cc F5 COR, and Persimmony.	N/A	Jan 18 (COB)	Apr 18 (COB)	Jul 18 (COB)	✓		✓	
3. First 5 reviews file and notifies Persimmony is ready for upload	N/A	Jan 18 (COB)	Apr 18 (COB)	Jul 18 (COB)				✓
4. Persimmony uploads LEARN WELL data <u>within 3 days</u> [For Persimmony to meet this deadline, SDCOE needs to respond to any upload data quality issues within 2 working days of receiving the request from Persimmony]	N/A	Jan 21 (COB)	April 21 (COB)	July 21 (COB)	✓		✓	
5. Persimmony informs SDCOE , F5SDCMEDS@SDCounty.ca.gov when data is “live” in CMEDS and SDCOE begins data verification to ensure the accuracy of data in CMEDS against the upload template	N/A	Jan 21 (COB)	April 21 (COB)	July 21 (COB)	✓		✓	✓

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LEARN WELL Activity	Q1	Q2	Q3	Q4	Contractor	Evaluation	Persimmony	COR
6. SDCOE shall: 1. Complete data verification to ensure the accuracy of data in CMEDS against the upload template 2. Perform QA using Quality Assurance Guide Complete all UA Performance Measures related to the data upload and notifies F5 COR and H+Co LEARN WELL staff	N/A	Jan 26 (10am)	April 26 (10am)	July 25 (10am)	✓	✓		
7. H+Co locks UA PMs for the quarter	N/A	Jan 26 (11am)	April 26 (11am)	July 26 (11am)		✓		
8. H+Co reviews UA PMs for the quarter and communicates with SDCOE and F5 via email regarding any final changes	N/A	Jan 27 (COB)	April 27 (COB)	Jul 27 (COB)	✓	✓		
9. SDCOE submits any and all PM corrections and notifies H+Co and F5 COR that all PMs are finalized	N/A	Jan 28 (COB)	April 28 (COB)	Jul 28 (COB)	✓	✓		
10. H+Co locks all PMs and informs F5 COR that PMs are ready for First 5 approval	N/A	Jan 31 (12pm)	Apr 30 (12pm)	Jul 28 (12pm)		✓		✓
Directly Entered data (DE)								
11. SDCOE emails H+Co (cc First 5 COR) when all <i>Directly Entered (DE)</i> PMs for that quarter are submitted and ready for H+Co's review. SDCOE emails all dashboard PM measures in final form to the First 5 COR and cc's the First 5 Evaluation Manager.	N/A	Feb 1 (9am)	April 29 (9am)	Jul 20 (9am)	✓	✓		
*Note if SDCOE submits data early, H+Co will begin their QA process early.								
12. H+Co locks all DE PMs for that quarter and begins review	N/A	Feb 1 (10am)	April 29, (10am)	Jul 20, (10am)		✓		

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LEARN WELL Activity	Q1	Q2	Q3	Q4	Contractor	Evaluation	Persimmony	COR
13. H+Co unlocks discrepant PMs for that quarter and sends emails with discrepancies to SDCOE and cc F5 COR. (Read receipt is required). If no corrections are needed, DE PMs remain locked.	N/A	Feb 04 (COB)	May 04 (COB)	Jul 23 (COB)	✓	✓		
14. If corrections are needed , SDCOE correct discrepant DE PMs and sends email to H+Co and cc F5 COR with correction or explanation of all discrepancies within template provided in H+Co's email	N/A	Feb 8 (COB)	May 7 (COB)	Jul 27 (COB)	✓	✓		
15. If corrections were made in Step 8 above , H+Co reviews the corrections and locks the associated PMs	N/A	Feb 10 (COB)	May 10 (COB)	Jul 29 (COB)		✓		

COB = Close of Business

COR (Contracting Officer Representative) = Commission Contract Manager

PM = Performance Measure

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

Note: Copy F5SDCMEDS@SDCounty.ca.gov Help Desk on all correspondence between Contractor, Evaluator and COR

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AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR
LEARN WELL INITIATIVE
EXHIBIT B: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope 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)
- 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 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/Information Security Liability shall cover all of Contractor's employees, officials and agents. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall apply to any dishonest, fraudulent, malicious or criminal activities that 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 either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; causing electronic or non-electronic 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.

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 General 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 waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Improper Sexual Conduct: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000.
- F. Cyber Security Liability. \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000.

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

3. Self-Insured Retentions

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

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EXHIBIT B: INSURANCE REQUIREMENTS

4. Other Insurance Provisions

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

A. Additional Insured Endorsement

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

B. Primary Insurance Endorsement

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

C. Notice of Cancellation

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

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.

7. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

FIRST 5 COMMISSION OF SAN DIEGO
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AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR
LEARN WELL INITIATIVE
EXHIBIT B: INSURANCE REQUIREMENTS

10. Self-Insurance

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

11. Claims Made Coverage

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

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three 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 and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 562989
AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR
LEARN WELL INITIATIVE
EXHIBIT C: PAYMENT SCHEDULE

First 5 Commission of San Diego	
Program Budget Summary	
LEARN WELL INITIATIVE -	
Contract # 562989	
July 1 – June 30	
APPROVED OPTION YEARS (Refer to each new approved FY budget for line item breakdown and narrative.)	ANNUAL MAX OPERATIONS DOLLAR AMOUNT
FY 20 – 22	\$16,466,580
FY 22 – 23	\$8,000,000
FY 23 – 24	¹ \$9,564,622.68
FY 24 – 25	^{1,2} \$9,851,315.32
FY 25 – 26	³ \$5,424,671.98
FY 26 – 27	³ \$4,424,671.98
FY 27 – 28	\$2,750,000
FY 28 – 29	\$2,750,000
FY 29 – 30	\$2,500,000

¹ FY 23 – 25 budget includes First 5 California IMPACT Legacy funds. See Recital D on page 1.

² FY 24 – 25 budget includes ARPA funds. See Recital E on page 1.

³ Includes the F5CA Impact Legacy Grant.

LWI SDCOE FY26-27 562989-09-Ready-to-Sign(P)

Final Audit Report

2026-06-25

Created:	2026-06-23 (Pacific Daylight Time)
By:	Hunter Watson (Hunter.Watson@sdcounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ2_nSMTZJvuE1wcxI-Lds44AI3nwzM-u

"LWI SDCOE FY26-27 562989-09-Ready-to-Sign(P)" History

-  Document created by Hunter Watson (Hunter.Watson@sdcounty.ca.gov)
2026-06-23 - 11:08:04 AM PDT- IP address: 170.213.19.45
-  Document emailed to contracts@sdcoe.net for signature
2026-06-23 - 11:09:05 AM PDT
-  Email viewed by contracts@sdcoe.net
2026-06-25 - 1:53:13 PM PDT- IP address: 198.133.204.100
-  Signer contracts@sdcoe.net entered name at signing as Michael Simonson
2026-06-25 - 2:02:50 PM PDT- IP address: 23.120.198.58
-  Michael Simonson (contracts@sdcoe.net) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-06-25 - 2:02:52 PM PDT- IP address: 23.120.198.58
-  Document e-signed by Michael Simonson (contracts@sdcoe.net)
Signature Date: 2026-06-25 - 2:02:52 PM PDT - Time Source: server- IP address: 23.120.198.58 - Signature Appearance Selected: TYPE
-  Document emailed to Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) for signature
2026-06-25 - 2:02:54 PM PDT
-  Email viewed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)
2026-06-25 - 2:12:34 PM PDT- IP address: 174.195.146.111
-  Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-06-25 - 2:13:34 PM PDT- IP address: 174.195.146.111





Document e-signed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)

Signature Date: 2026-06-25 - 2:13:34 PM PDT - Time Source: server- IP address: 174.195.146.111 - Signature Appearance Selected:
MOBILE_IMAGE



Agreement completed.

2026-06-25 - 2:13:34 PM PDT



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