

COUNTY CONTRACT NUMBER 575191
AGREEMENT WITH SBCS CORPORATION
FOR FAMILY HOME VISITING SUPPORT SERVICES

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and SBCS Corporation, a non-profit organization, located at 430 F Street, Chula Vista, CA 91910 ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors at Minute Order No. 4, April 22, 2025, authorized the Director of Purchasing and Contracting to award a contract for Family Home Visiting Support Services.
- B. The First 5 Commission of San Diego ("Commission") is an agency of the County with specific independent authority over the Commission's strategic plan and the local Child and Families Trust Fund ("Proposition 10 funds"). *See* Cal. Health & Safety Code § 130140.1. Accordingly, with regard to a portion of the funding for the Agreement derived from Proposition 10 funds, the Commission, by action on April 16, 2025, Item No. 5, authorized the Commission's Executive Director to collaborate with the County's Director of Purchasing to expend Proposition 10 funds to support the Agreement.
- C. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- D. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- E. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Start of Contractor's Technical Response, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and Fifth (5th) Exhibit A-1.

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

ARTICLE 1
PERFORMANCE OF WORK

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

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.

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Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

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

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.
- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

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ARTICLE 2
SCOPE OF WORK

- 2.1 **Statement of Work.** Contractor shall perform the work described in the “Statement of Work” attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.1 **Evaluation Studies.** Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor’s project.
- 2.1.2 **Health Insurance.** If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is “no” for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.
- 2.1.3 **Behavioral Health Services Funding Source Requirements.** Contractor shall adhere to all Behavioral Health Services policies and requirements, and any modifications thereof, applicable to the type of work performed and funding source(s) involved. The terms of this Agreement shall take precedence over any conflicting terms in such policies and requirements, and Contractor shall promptly notify the COR upon discovery of any such conflict. Such policies and requirements can be found at <https://optumsandiego.com/> and include, but are not limited to, the following:
- 2.1.3.1 **Mental Health Services**
- 2.1.3.1.1 Organizational Provider Operations Handbook (OPOH)
- 2.1.3.1.2 Financial Eligibility and Billing Procedures – Organizational Providers Manual
- 2.1.3.2 **Substance Use Disorder Services (Alcohol and Drug Services)**
- 2.1.3.2.1 Substance Use Disorder Provider Operations Handbook
- 2.1.3.2.2 Drug Medi-Cal Billing Manual
- 2.2 **Right to Acquire Equipment and Services.** Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 **Responsibility for Equipment.** County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor’s employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor’s employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor’s expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 **Non-Expendable Property Acquisition.** County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County’s option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 **General Obligations.**

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

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assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

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

3.2 Disentanglement Process.

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

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

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

3.3 Specific Obligations.

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

3.3.1 No Interruption or Adverse Impact

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

3.3.2 Client Authorizations.

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

3.3.3 Leases, Licenses, and Third-Party Agreements.

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

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

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

3.3.4 Return, Transfer, and Removal of Assets.

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

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

3.3.5 Delivery of Documentation.

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

ARTICLE 4
COMPENSATION

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

- 4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS “The Uniform Guidance,” which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.
- 4.1.1 Fiscal Year. The County’s fiscal year runs from July 1 through June 30 (“County Fiscal Year”).
- 4.1.2 Cost Allocation Plan. Contractor shall submit annually to the County 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.
- 4.2 Compensation. For cost-reimbursement Services, the County 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 County task order issued in accordance with this Agreement (“As-Needed Services”).
- 4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule (“Reimbursable Expenses”), and only upon completion and acceptance of the Services for which they were incurred unless 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 San Diego County 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. Completed fixed-price deliverables may be invoiced upon acceptance.
- 4.3.1.1 Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month, or include with invoices for other completed and accepted Services.
- 4.3.1.2 Contractor may invoice monthly for Reimbursable Expenses incurred within the month, or include with invoices for completed and accepted Services.
- 4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.
- 4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.
- 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.

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- 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 County 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 County Fiscal Year or (ii) the expiration or termination of this Agreement. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that County Fiscal Year after this date.
 - 4.3.5.1 The following costs will be excluded from reimbursable costs during the year-end settlement process:
 - 4.3.5.1.1 ADS Drug Medi-Cal: Drug Medi-Cal costs that exceed the cap at the individual provider level.
 - 4.3.5.1.2 Mental Health Services Revenue Risks: Medi-Cal costs for which the County has not received reimbursement through an approved Medi-Cal claim.
- 4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).
- 4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.
- 4.6 Prompt Payment for Vendors and Subcontractors
 - 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
 - 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
 - 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and
 - 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.
 - 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
 - 4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
 - 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
 - 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.

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

ARTICLE 5
AGREEMENT ADMINISTRATION

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

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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 County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor
- 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.
- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

- 7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.
- 7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.
- 7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.1 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.

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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.

7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

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- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with 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 upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), 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 and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.9.1 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.

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- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Audit Requirement.
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website.
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. 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. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:
- 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

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- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
- 8.15.1.1 Contractor agrees to report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 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.

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- 8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Debarment and Suspension.
- 8.16.3.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 8.16.3.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 8.16.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

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

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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

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

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telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

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

8.27 RESERVED.

8.28 FEMA Required Provisions.

8.28.1 Access to Records. The following access to records requirements apply to this Agreement:

8.28.1.1 The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

8.28.1.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

8.28.1.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

8.28.1.4 In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.28.2 DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8.28.3 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

8.28.4 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

8.28.5 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises

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the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor’s interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term “confidential information” includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor’s intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive

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negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

- 11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

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

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

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

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

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

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

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

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

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

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

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

- 11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of

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costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

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

ARTICLE 12
RECOVERY OF FUNDS

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

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If

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County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

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

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's [website](#), including:
- 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
- 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
- 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
- 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
- 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

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- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2 “Business Associate,” when applicable, shall mean the Contractor.
- 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 “Covered Entity,” when applicable, shall mean the County.
- 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.
- 14.3 Responsibilities of Contractor.
- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with County.
- 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
- 14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
- 14.3.6.1 Initial Report.
- 14.3.6.1.1 Contractor shall email County Contracting Officer’s Representative (COR) and HHS Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email COR and HHS Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County “Privacy Incident Report” through the online portal within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County’s “Privacy Incident Report” online form.
- 14.3.6.3 Notification. Contractor will comply with County’s request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed

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as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

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

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- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

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

- 16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer

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who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.3 "Availability of Records."

16.21.2 Definitions

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

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

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

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

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on March 1, 2026, and end on June 30, 2027, for an Agreement period of eighteen (18) months ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four (4) increments of one (1) year(s) (each an "Option Period"), for a total of four (4) years beyond the expiration of the Initial Term, not to exceed June 30, 2031. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

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

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed five million four hundred fifty-seven thousand thirty dollars (\$5,457,030.00) ("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 in Exhibit C.

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

Juanita Garcia, Administrative Analyst II
9655 Granite Ridge Drive, Suite 120
San Diego, CA 92123
(858) 285-7712 Juanita.Garcia@sdcounty.ca.gov

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

Kathryn Lembo, President & CEO
318 Fourth Avenue
Chula Vista, CA 91910
(619) 994-2151 klembo@csbcs.org

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

By: Kathryn Lembo
Kathryn Lembo (Feb 25, 2026 09:40:32 PST)
Name: Kathryn Lembo
Title: CEO
Email: klembo@csbcs.org
Date: Feb 25, 2026

COUNTY OF SAN DIEGO:

ALLEN HUNSBERGER, Director
Department of Purchasing and Contracting

By: 
Richard McCarvell (Mar 10, 2026 13:52:49 PDT)
Name: Richard McCarvell
Title: Chief, Departmental Operations
Date: Mar 10, 2026

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

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAQ8zbbY6XmPYYh_CpMl6cvLiUgeR4fZj2

Approved as to form and legality
County Counsel

By: Matthew Patrick O'Sullivan

Name: Matthew O'Sullivan

Title: Supervising Deputy County Counsel

Date: Mar 2, 2026

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FOR FAMILY HOME VISITING SUPPORT SERVICES
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide home visitation services, delivered by paraprofessionals, to the identified focused populations. The evidence-based model to be utilized in the delivery of home visiting services shall be Healthy Families America (HFA). All program staff shall receive intensive training to understand the essential components of family assessment, home visitation, and supervision per HFA Best Practice Standards. The HFA model shall be delivered according to model fidelity. Using a transdisciplinary strategy, the program will promote improved maternal and child health, caregiver mental health, provide family strengthening and support, promote nurturing parent-child interactions, and foster early childhood development. By building trusting relationships between provider and family, our community benefits from home visiting services which enhance the quality of life and increases the well-being of children and their families.

Contractor shall be responsible for the start-up, implementation, maintenance, and evaluation of the paraprofessional case management activities within the Family Home Visiting Support Services (FHVSS) program working with the Countywide Coordinator (American Academy of Pediatrics California Chapter 3) and respective County of San Diego staff assigned to support a centralized intake system. The Countywide Coordinator (American Academy of Pediatrics Ca-3 Chapter) will oversee implementation of home visiting services provided through the direct service providers. The Countywide Coordinator will serve as a central resource to facilitate and oversee training, evaluation, capacity building activities, and HFA accreditation. In addition, the Countywide Coordinator (American Academy of Pediatrics California Chapter 3) will oversee policy, quality assurance, quality improvement and technical assistance. The Countywide Coordinator (American Academy of Pediatrics California Chapter 3) will be responsible for ensuring that the FHVSS providers coordinate with other entities in the county that provide similar services to the focus population to prevent service gaps and avoid duplication of effort.

Contractor shall coordinate service delivery with County Public Health Nurses, ensuring that their expertise is leveraged for delivering clinical nursing services to families enrolled in the FHVSS program.

2. Background Information

The County of San Diego Health and Human Services Agency (HHSA) has delivered an evidence-based home visiting program since 1999. In addition to the program operated by Medical Care Services (MCS), First 5 Commission of San Diego (First 5) has also operated a home visitation program since 2013 using the HFA model administered through contracted service providers employing paraprofessional staff. Currently, both First 5 and MCS are administering the HFA model.

Based on a business re-engineering process, which examined HHSA home visiting efforts, recommendations to streamline the process and maximize the impacts of the programming resulted in the development of a new transdisciplinary approach.

On April 22, 2025, Minute Order No. 4, the San Diego County Board of Supervisors authorized the Director, Department of Purchasing and Contracting to issue a competitive solicitation for the FHVSS program, following this new approach.

The FHVSS program will use this new transdisciplinary team approach, which involves integrating knowledge and perspectives from multiple disciplines. Transdisciplinary work involves a co-equal partnership, in which the Contractor and Public Health Nursing (PHN) staff collectively define and develop a conceptual understanding of the family's needs. HHSA PHN staff will focus on child and family health needs and will determine the nurse visiting frequency and content based on the client's clinical/health needs. Transdisciplinary service is defined as sharing roles across disciplinary boundaries to maximize communication, interaction and cooperation. A transdisciplinary team is committed to teaching, learning, and working collectively to implement coordinated services. Transdisciplinary work is the integrative process where team members work collaboratively and extend discipline-specific perspectives, knowledge, and skills to produce innovative solutions.

2.1. 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.

2.1.1. Trauma-Informed Principles include:

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

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

- 2.2. **The Family First Prevention Services Act (FFPSA)** was signed into law on February 9, 2018. The FFPSA changed the landscape of the Social Security Act Title IV-E funding distribution, which historically funded child welfare services and juvenile probation for placement of youth in care for families who met the Aid to Families with Dependent Children income criteria.

The revised FFPSA funding distribution now allows jurisdictions to provide more services to families in need. Eligible services include those focused on substance use disorders, mental health, in-home parenting, and kinship navigation. Services can be provided for up to 12 months with the potential to extend for additional 12-month periods, including contiguous 12-month periods, on a case-by-case basis. Children, youth, parents and both related and non-related extended family members who have guardianship or custody of the children are all eligible. FFPSA was launched in the County of San Diego through a collaboration of Child Welfare Services, Juvenile Probation and Behavioral Health Services. Healthy Families America is a FFPSA allowable service and intended to serve the Community Pathway population as well as populations known to CFWB.

- 2.3. **Live Well San Diego Vision:** The County of San Diego, Health and Human Services Agency (HHS), 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 HHS partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about *Live Well San Diego* can be found on its website dedicated to the vision:

<http://www.LiveWellSD.org>

While not specifically a party to the County's overall efforts or initiatives, as outlined above, Contractor supports the goals of the County and its broad public health interests as described.

3. **Definitions**

- 3.1. Child and Family Well Being Department (CFWB): The Child and Family Well Being Department serves families in need of prevention services and foster care. The Office of Child and Family Strengthening is within the CFWB Department and serves as the centralized administrator and intake of Home Visiting.
- 3.2. CalWORKs beneficiary:
- 3.2.1. The individual is pregnant, or the individual is a parent or caretaker relative of a child less than 24 months of age at the time the individual enrolls in the program; and
 - 3.2.2. A member of the CalWORKs Assistance Unit; or
 - 3.2.3. The parent or caretaker relative of a child-only case; or
 - 3.2.4. A pregnant individual who has applied for CalWORKs aid within 60 calendar days prior to reaching the second trimester of pregnancy and would be eligible for CalWORKs aid, other than not having reached the second trimester of pregnancy; or
 - 3.2.5. An individual who is "apparently eligible" for CalWORKs aid, including:
 - 3.2.5.1. Families that have a child(ren) in the home who has been deprived of parental support or care because of the absence, disability or death of either parent.
 - 3.2.5.2. Families with a child(ren) when both parents are in the home, but the principal earner is unemployed.
 - 3.2.5.3. Relative caregivers of a foster child(ren).

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EXHIBIT A – STATEMENT OF WORK

“Apparent Eligibility” means that the information provided on the Statement of Facts and information otherwise available to the county indicates that the applicant would be eligible for aid if the information on the Statement of Facts were verified.

- 3.3. Family First Prevention Services Act (FFPSA): Federal 2018 legislation that permits evidence-based services to support families from entering foster care by funding evidence-based services that are well supported in reducing child maltreatment and foster care experiences. Provides opportunities for jurisdictions to establish a Community Pathway with a no wrong door approach. HFA is identified as the evidence-based home visiting services for FFPSA eligible families in San Diego.
- 3.4. Family Connection Hub – The Family Connection Hub operates as San Diego’s Community Pathway to provide an array of local and evidence-based practices for families in need. The Family Connection Hub is responsible for ensuring a prevention-focused infrastructure to keep children safely at home using service navigation to support upstream efforts with families.
- 3.5. Healthy Families America (HFA) – Healthy Families America is the signature home visiting program of Prevent Child Abuse America, aimed at promoting healthy child development and strengthening families.
- 3.6. Low income:
 - 3.6.1. Household income is less than 200% of the Federal Poverty Level.

4. Goals and Outcomes

- 4.1. Contractor shall work in conjunction with HHSA PHN and CFWB staff to ensure families participating in services receive timely home visitation services to promote improved child and maternal health, caregiver mental health, family strengthening and support, promoting positive parent-child interactions, and fostering healthy early childhood development.
- 4.2. Contractor shall provide services that are culturally competent by employing staff and materials that reflect the cultural, linguistic, geographic, racial, and ethnic diversity of the population served.
- 4.3. Contractor shall employ strategies to measure the program's results and effectiveness and its impact on the focused home visitation population as it relates to desired program outcomes, including reducing child maltreatment and preventing the entry of foster care.

5. Focus Population

- 5.1. The focus population, as noted below, are those who are not receiving similar home visiting services through other programs. Once a family is enrolled, home visiting services may be offered for three (3) years after the child’s birth. If not enrolled prenatally, services may be offered for three (3) years after enrollment.
 - 5.1.1. Pregnant and parenting teens
 - 5.1.2. Pregnant and parenting youth in foster care
 - 5.1.3. Military families (including active duty, reserve or veteran)
 - 5.1.4. Immigrant and refugee families
 - 5.1.5. Income-eligible pregnant or postpartum women/families
 - 5.1.6. Medically complex mother or child (including but not limited to: history of or current substance abuse, history of or current domestic violence, history of or current mental health concerns)
 - 5.1.7. CalWORKs beneficiaries
 - 5.1.8. Family First Prevention Services Act (FFPSA) eligible families as determined by CFWB. These are families who are at risk for child maltreatment or at risk of foster care entry.
 - 5.1.9. Families identified by CFWB
- 5.2. Regions
 - 5.2.1. Lot 1: North Region
 - 5.2.1.1. North Inland
 - 5.2.1.2. North Coastal
 - 5.2.2. Lot 2: Central Region
 - 5.2.2.1. Central
 - 5.2.2.2. North Central
 - 5.2.3. Lot 3: South Region
 - 5.2.4. Lot 4: East Region
- 5.3. Services shall be located in all six (6) of the HHSA service regions. The table below contains a listing of zip codes for the HHSA Regions.

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San Diego County Geographic Zip Code and HHSA Regional Boundaries
(Only current geographic zip codes-historical and P.O. Box zip codes not included)

Central	East	North Central	North Coastal	North Inland	South
92101	91901	92037	92007	92003	91902
92102	91905	92093	92008	92004	91910
92103	91906	92106	92009	92025	91911
92104	91916	92107	92010	92026	91913
92105	91917	92108	92011	92027	91914
92113	91931	92109	92014	92028	91915
92114	91934	92110	92024	92029	91932
92115	91935	92111	92054	92036	91950
92116	91941	92117	92055	92059	92118
92134	91942	92119	92056	92060	92135
92136	91945	92120	92057	92061	92154
92139	91948	92121	92067	92064	92155
92182	91962	92122	92075	92065	92173
	91963	92123	92081	92066	
	91977	92124	92083	92069	
	91978	92126	92084	92070	
	91980	92130	92091	92078	
	92019	92131	92672	92082	
	92020	92140		92086	
	92021	92145		92096	
	92040	92161		92127	
	92071			92128	
				92129	
				92259	
				92536	

6. General Requirements for Service Delivery

All requirements shall adhere to HFA best practice standards to maintain fidelity to the HFA model ([HFA Accreditation](#)).

Contractor shall:

- 6.1. Maintain HFA accreditation.
- 6.2. Work with the Countywide Coordinator, the American Academy of Pediatrics California Chapter 3 (AAPCA3) and CFWB in the start-up, implementation, ongoing service delivery, quality improvement and evaluation of the home visitation services.
- 6.3. Ensure services are provided in partnership with PHN staff and/or other partners as identified.
- 6.4. Coordinate service delivery with the County's PHN, ensuring that their expertise is leveraged for delivering clinical nursing services to families.
- 6.5. Ensure staff essential to service delivery shall complete the required level of training and certification as determined by the Countywide Coordinator (American Academy of Pediatrics Ca-3 Chapter) and HHSA. The [American Academy of Pediatrics California Chapter 3](#) operates as the Countywide Coordinator.
- 6.6. Provide staff training on safety measures, mandated child abuse reporting, and any other relevant items as part of orientation before staff begin conducting home visits.
- 6.7. Work with the Countywide Coordinator (American Academy of Pediatrics Ca-3 Chapter) and HHSA to ensure that all required data collection and evaluation reporting is completed in a timely and efficient manner, within 5 business days upon request by the COR. Data collection requirements will be provided to the Contractor upon receipt of contract.
- 6.8. Attend required meetings with Countywide Coordinator (American Academy of Pediatrics Ca-3 Chapter), including Supervisor Workgroup, Program Manager Workgroup, technical assistance meetings, and others as requested by the county.
- 6.9. Attend required pre- and post-visit huddles along with PHN staff.
- 6.10. Obtain pre-approval for outreach and marketing materials.
- 6.11. Ensure home visiting services are staffed appropriately with HFA compliant caseloads to ensure that home visitors have adequate time with each family to meet their unique and varying needs and to plan for future activities. This may vary per

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the target population being served.

- 6.11.1. Notification of Key Personnel Changes. Contractor shall notify the Contracting Officer Representative (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.
 - 6.12. Contractor shall work with Countywide Coordinator (American Academy of Pediatrics Ca-3 Chapter) and HHSA to ensure effective linkages and coordination with other key initiatives, systems and programs as identified by the COR, including but not limited to: California Advancing and Innovating Medi-Cal (Enhanced Care Management), Black Infant Health Program, Community Services for Families, Tribal Families, Behavioral Health Services, Maternal Mental Health Program, Maternal Child Health, and Family First Prevention Services Act prevention services.
 - 6.13. Contractor shall consider actions to support or achieve sustainable travel.
 - 6.13.1. Contractor shall provide reporting that addresses sustainability, including but not limited to energy used, number of EV vehicles utilized, carbon emissions savings, etc.
 - 6.13.2. Duty of care should also include inclusivity safety concerns.
 - 6.14. Offeror shall have use of an accounting system for segregating, supporting, controlling and accounting of all funds, property, expenses, revenues, and assets for each County of San Diego agreement, distinct from other provider activities. Offeror shall have the ability to provide assurance that the system is in accordance with generally accepted accounting principles and federal Office of Management and Budget (OMB) Circulars, located within the applicable Code of Federal Regulations. The Offeror shall describe how the proposed system will be used for this program. Accounting systems are subject to the County's review and approval prior to the agreement award. No cost reimbursement agreement will be awarded to any Offeror who does not have an acceptable accounting system.
7. **Specific Requirements for Service Delivery**
- 7.1. Contractor shall adhere to the critical elements required for [HFA accreditation](#), as well as HHSA requirements as outlined below:
 - 7.1.1. Home Visiting Service Referrals and Intake: CFWB shall serve as the HHSA centralized intake for home visiting in San Diego County to operationalize the No Wrong Door approach and determine the appropriate funding source for services to be administered.
 - 7.1.1.1. COR shall coordinate intake activities with the contractor.
 - 7.1.1.2. All HFA referrals to the home visiting service programs shall be received by CFWB to determine program eligibility and initiate program intake. CFWB shall coordinate this process with the contractor.
 - 7.1.2. Contractor shall:
 - 7.1.2.1. Offer home visiting services to all families determined eligible by the County.
 - 7.1.2.2. Attempt to contact clients/families within three (3) working days of receiving the referral from CFWB or sooner, based on family availability.
 - 7.1.2.3. Schedule assessment visit and conduct Family Resiliency and Opportunities for Growth (FROG) Scale.
 - 7.1.2.4. Coordinate clinical assessment with PHN staff within three (3) days of the initial visit.
 - 7.1.3. Contractor shall not:
 - 7.1.3.1. Decline services to a family that has accepted the services and is eligible as determined by CFWB.
 - 7.1.4. Training and Support. Contractor shall:
 - 7.1.4.1. Ensure home visiting staff, supervisors, and program managers receive training specific to their role per HFA Best Practice Standards and receive training specific to their role as directed by Countywide Coordinator. Trainings include but are not limited to:
 - 7.1.4.1.1. Identifying at-risk families,
 - 7.1.4.1.2. Completing a standardized risk assessment,
 - 7.1.4.1.3. Offering services and making referrals,
 - 7.1.4.1.4. Promoting the use of preventive health care,
 - 7.1.4.1.5. Securing medical homes,
 - 7.1.4.1.6. Emphasizing the importance of immunizations,
 - 7.1.4.1.7. Utilizing creative outreach efforts,
 - 7.1.4.1.8. Establishing and maintaining trust with families,
 - 7.1.4.1.9. Building upon family strengths,
 - 7.1.4.1.10. Developing an individual family support plan,
 - 7.1.4.1.11. Observing and supporting positive parent-child interactions,
 - 7.1.4.1.12. Determining the safety of the home,
 - 7.1.4.1.13. Managing crisis situations.
 - 7.1.4.2. Ensure home visiting staff are supervised using reflective strategies so they are able to develop realistic

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and effective goal plans to empower families, to better understand why a family may not be making progress and how to work with that family more effectively; allowing home visiting staff to express their concerns and frustrations so they see that they are making a difference which may avoid stress-related burnout.

- 7.1.4.3. Ensure home visiting staff receive training at a minimum in cultural competency, substance abuse, child abuse reporting, Community Supporting, FFPSA training series (to be provided by CFWB), domestic violence, drug-exposed infants, and resources in their community.

7.1.5. Home Visiting Service Delivery, Contractor shall:

- 7.1.5.1. Utilize a transdisciplinary approach for service delivery in collaboration with PHN staff.
- 7.1.5.2. Communicate relevant client information with PHN staff to ensure effective case management.
- 7.1.5.3. Work with PHNs to develop mutually agreed upon visiting schedules.
- 7.1.5.4. Provide services that are culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants.
 - 7.1.5.4.1. Staff employed and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
- 7.1.5.5. Focus on parent support as well as encouraging parent-child interaction and child development.
 - 7.1.5.5.1. Services shall include but are not limited to parent support activities such as parent socialization groups, play groups, meetings, and/or events.
- 7.1.5.6. At minimum, link all families to a medical provider to assure optimal health and development (e.g. timely immunizations, well child visits, childcare, etc.) Depending on the family's needs, they may also be linked to additional services which include but are not limited to financial, food, and housing assistance programs, mental health providers and resources, school readiness programs, childcare, job training programs, family support centers, substance abuse treatment programs, domestic violence shelters, and primary prevention services.

- 7.2. Contractor shall conduct Safety Monitoring in person with the family at least monthly. Safety monitoring shall include, but not be limited to, identifying and reporting any safety concerns in the home that warrant a Suspected Child Abuse Report to the Child Abuse Hotline within 36 hours.
- 7.3. Contractor shall conduct risk assessments via the HFA risk protocol.
- 7.4. Contractor shall coordinate with the Family Connection Hub program to ensure a Whole Family Approach and avoid duplication of services for families being served by the Family Connection Hub.
- 7.5. Contractor shall complete one (1) two-week period Time Studies for every quarter. The Time Study template will be provided by CFWB accompanied by a Desk Guide with Time Study instructions and training support.
- 7.6. Contractor shall follow continuous quality improvement processes as determined by California Department of Social Services (CDSS) guidelines issued via All County Letters (ACLs) and All County Information Notices.

8. Data Collection and Reporting Requirements

- 8.1. Contractor shall work with Countywide Coordinator (American Academy of Pediatrics Ca-3 Chapter) to ensure timely data entry within 10 business days and QA efforts to assess HFA data benchmarks in accordance with the annual Data Quality Assurance and Reporting requirements as guided by Countywide Coordinator.
- 8.2. On a quarterly basis, Contractor shall submit a report to include at a minimum: number of children served, families served, and narratives related to the following – executive summary, program accomplishments, difficulties and barriers encountered, and client success stories for evaluation and reporting of activities.
- 8.3. If providing services to FFPSA eligible families, Contractor shall document federal and state data elements required for FFPSA as outlined in Welfare and Institutions Code 16587 (4)(A)(B)(C)(D) and future ACLs from CDSS. State and federal requirements for documenting these elements in Family Well Being Plans are pending and will be provided in Fall 2026. Additional child-specific data reporting requirements for FFPSA will be provided by the County prior to October 2026.
- 8.4. Documentation for claiming of service delivery to FFPSA eligible families receiving services must be completed in CARES (statewide child welfare database – California Automated Response and Engagement System). CARES statewide implementation is expected in October 2026.
 - 8.4.1. Contractor will be provided with training and support from CFWB and CDSS to ensure documentation is completed in CARES.
 - 8.4.2. Contractor shall identify and provide policies and procedures to ensure accurate documentation occurs, and maintain an updated list of CARES system users, within ten (10) business days, following the end of the calendar month to COR.
 - 8.4.3. If Contractor is providing services to an FFPSA eligible family, Contractor shall notify COR within two (2) business days should any of the following occur, which could affect eligibility. Family may qualify to receive services for

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FOR FAMILY HOME VISITING SUPPORT SERVICES
EXHIBIT A – STATEMENT OF WORK

an additional twelve months (12) upon candidacy redetermination.

8.4.3.1. As a new change occurs in the family composition within the household (ex: child removed from home),
or,

8.4.3.2. Upon completion of services.

- 8.5. When providing services to CalWORKs eligible families, Contractor shall submit CalWORKs Monthly Progress Reports (MPR) and Home Visiting Logs to HHSA Self-Sufficiency via the COR.
- 8.6. Contractor shall provide required client-level data to PHN staff to support the shared service delivery model and case coordination. Specific data sharing will be determined as agreed upon and documented in a separate Memorandum of Agreement between the Medical Care Services/Public Health Department and Contractor.
- 8.7. County Data System Requirements: The Contractor shall utilize multi-factor authentication (MFA) to provide an additional layer of security for the County's data system. Accessing the County's data system through MFA prompts users to verify themselves on a separate device after login.
- 8.7.1. All County's data system users, including but not limited to staff, subcontractors, consultants, interns, and volunteers, shall complete MFA verification prior to accessing County's data system.
- 8.7.2. Contractor shall provide all County's data system users with an Authenticator Token and/or register a smartphone capable of using an authenticator application.
- 8.7.2.1. 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 County's data system.

EXHIBIT A-1 START OF CONTRACTOR'S TECHNICAL RESPONSE

1. ORGANIZATIONAL CAPABILITY, EXPERIENCE, AND STAFFING

1.1. Experience:

1.1.1. Provide an organizational resume of the Offeror's experience, including County or other governmental contracts, within the last five (5) years, performing the services listed below. If Offeror has an extensive list of contracts, then list no more than five (5) contracts, beginning with the most recent. Include the following information:

1.1.1.1. Name of agency or entity for which the program was operated, description of services, location of the program (city/county region or state); dates in which Offeror operated program; contact person(s) phone number, and e-mail address; the program's annual costs; and total contract value.

Program Name, Location, Contact information	Dates of Operation	Description of Services	Program's annual costs	Total contract value
Adverse Childhood Experiences (ACEs) prevention Parenting Program for Fathers County of San Diego, Behavioral Health Services Location: San Diego County, South Region Contact: Leah Wright, Behavioral Health Program Coordinator 	2024-Current	Provide an Adverse Childhood Experiences (ACEs) Prevention Parenting Program for Fathers, using an evidence or community-based/informed curriculum to support the engagement, participation, and development of healthy parenting skills for fathers, guardians, and male caregivers with children up to the age of 18.	\$335,765.00	1/22/24-6/30/2028 \$1,524,354
Targeted Home Visiting Initiative Services: First 5 First Steps First 5 Commission of San Diego Location: San Diego County, South Region Contact: Juanita Garcia, Projects Coordinator 	2013-Current	Targeted home visiting using the Healthy Families America model to promote positive parenting, enhance child health and development, and prevent child abuse and neglect.	**\$1,154,584	07/01/13-06/30/2026 \$15,151,777
SafeCare County of San Diego Health and Human Services Agency Location: San Diego County,	2008-Current	Implement Training, Coaching and Evaluation for the evidence based home visitation parenting curriculum SafeCare within the County of		3/01/22-2/28/2027 \$3,084,905

Countywide Contact: Bianca Hawkins, Administrative Analyst II Child and Family Well-Being - Administration [REDACTED] [REDACTED]		San Diego HHSA funded (CSF) Program.		
Healthy Development Services First 5 Commission of San Diego Location: San Diego County, South Region Contact: Alicia Castro, MPH, Projects Coordinator Administrative Analyst II [REDACTED] [REDACTED]	2006-Current	Program that supports children 0-5 and their families in the South region along a seamless continuum resulting in improved school readiness, by providing Care Coordination, assessment and treatment for developmental and behavioral concerns.	\$1,883,750	7/1/10-6/30/2026 \$9,138,750
Community Services for Families (CSF) County of San Diego Health and Human Services Agency Location: San Diego County Contact: Bianca Hawkins Administrative Analyst II Child and Family Well-Being - Administration [REDACTED] [REDACTED]	2004-Current	Prevention and intervention support services to neighborhoods where the possibility of child abuse and neglect has been shown to be the highest due to poverty, substance abuse, domestic violence and other factors through direct provision of services.	\$1,536,148	3/01/22-2/28/2027 \$7,530,740

1.1.1.2. In detail, provide a narrative with experience in working with the public health, behavioral health, or social services sector, or government agencies.

SBCS has more than fifty years of experience working in partnership with public health, behavioral health, social services, and government agencies. We hold longstanding contracts with the County of San Diego Health and Human Services Agency in behavioral health and child and family well-being; collaborated with Public Health Nurses on the South Region

Home Visiting Collaborative; and have served as the South Region contractor for the First 5 First Steps (First Steps) Program since 2013. As part of First Steps, Public Health Nurses are members of our Advisory Board, and SBCS leadership has also served on the Countywide PHN Community Advisory Board, ensuring alignment between clinical and community-based services.

In addition to First 5 First Steps, SBCS operates programs that directly connect to the focus populations identified in this RFP, including Healthy Development Services for early identification and intervention; Community Services for Families to strengthen protective factors and prevent child and family well-being involvement; SafeCare, an evidence-based parenting program for families at risk of abuse and neglect; Communities in Action, which provides case management and economic supports; and a continuum of behavioral health treatment and prevention initiatives such as Prevention and Early Intervention services. We also manage contracts with Probation and Housing that provide targeted supports for families experiencing domestic violence, homelessness, and justice system involvement.

SBCS has successfully managed long-term contracts with federal and state agencies including the U.S. Department of Health and Human Services, the Department of Justice, the California Department of Social Services, the California Department of Education, and the California Office of Emergency Services, as well as local governments including the Cities of San Diego, Chula Vista, and National City. These projects require compliance with overlapping federal and state regulations, evidence-based practice standards, and strict reporting requirements. SBCS has consistently met and exceeded these obligations, maintained a record of clean audits, and demonstrated the capacity to deliver high-quality, coordinated services across multiple sectors.

1.1.1.3. In detail, provide a narrative with experience in collaborating with multiple disciplines to achieve a transdisciplinary team approach.

SBCS has a history of building and utilizing multi-disciplinary teams and implementing a transdisciplinary approach across our spectrum of programs. Our existing infrastructure around home visiting, early childhood, and family strengthening services integrates the work of public health nurses, licensed clinicians, early childhood specialists, case managers, and community health workers. In the First Steps program, home visitors will coordinate with public health nurses through AAP-CA3 to align clinical and social service support. At present, our partnership with PHNs consists of cross-referrals for families with higher medical needs and PHN participation on our Advisory Board. Similarly, for behavioral health, First Steps refers families to SBCS Children's Mental Health or Healthy Development Services as separate services that provide coordinated support. SBCS will continue to lead collaborative initiatives that bring together health systems, schools, and community partners, such as Healthy Development Services, ensuring that families experience coordinated care that addresses health, behavioral health, and social needs through shared planning and service delivery.

1.1.1.4. In detail, provide a narrative with experience in implementing home visiting services by utilizing the Health Families America (HFA) Best Standards.

SBCS has implemented targeted home visiting services using the Healthy Families America model since 2013 as the designated First 5 First Steps provider in the South Region. We have maintained HFA accreditation and successfully completed re-accreditation reviews. Home visitors complete the required HFA core training, receive ongoing reflective supervision, and use model tools for assessment, family goal planning, and developmental screening. The Supervisor and the Director participate in fidelity monitoring and continuous quality improvement processes facilitated by AAP-CA3, and work closely with San Diego State University Research Foundation for Program Evaluation. Caseloads and visit schedules are maintained in accordance with HFA standards. Through this structure, SBCS has delivered home visiting services for more than a decade to families in the South Region, achieving outcomes in areas of parent resilience, child development, and prevention of child abuse and neglect.

1.1.1.5. Describe in detail your organization's understanding of the Family First Prevention Services Act (FFPSA) and the process upon linking families to the most appropriate programs based on individual needs and eligibility, including referral from Child and Family Well-Being (CFWB).

SBCS participated in the County of San Diego's Family First Prevention Services Act (FFPSA) Readiness Assessment in 2021 and was officially selected in 2022 as one of three nonprofits to take part in the first pilot implementation cohort. SBCS was chosen based on readiness domains of motivation, general capacity, and intervention-specific capacity. Our agency also had and continues to have a strong record of delivering evidence-based programs with fidelity, including Healthy Families America, Motivational Interviewing, SafeCare, and Incredible Years, as well as Family Visit Coaching within Community Services for Families.

Since 2022, SBCS has worked closely with the Child and Family Well-Being Department on the County's FFPSA rollout. This has included participation in service delivery planning of the Prevention Hub, discussions around fiscal and data system design, and collaboration on implementation strategies to meet state and federal requirements. Families referred through CFWB are linked to programs based on structured assessments. Service plans are developed and monitored to ensure that referrals are appropriate and that families experience warm handoffs to the most suitable supports. This process emphasizes individualized planning and accountability to ensure services are aligned to family needs and statutory requirements under FFPSA. SBCS' program has already begun accepting referrals from Child and Family Well Being as well as from the Family Connection Hub for FFPSA eligible families and will continue to do so if awarded.

A core strength of SBCS is the breadth of our continuum of services and our no-wrong-door approach. Families served through First Steps have access to the full range of SBCS programs during their time in home visiting and as they transition out of the program. SBCS provides domestic violence services, behavioral health treatment, prevention and early intervention supports, housing and homelessness programs, youth development, workforce and economic mobility programs, family resource centers, and school-based supports. This continuum allows families to be connected to the right services at the right time without being turned away, regardless of how they first enter the agency.

This approach is trauma-informed, individualized, and oriented toward the whole person and family. Families experiencing violence are connected to advocacy and shelter. Those struggling with behavioral health needs receive counseling and treatment. Families facing housing instability are linked to rapid rehousing, rental assistance, or transitional housing. Parents needing workforce support are enrolled in job training and employment readiness programs. Children needing developmental services are connected to Healthy Development Services or behavioral health supports. This interconnected system reduces barriers, eliminates duplication, and helps families build long-term stability.

By maintaining this comprehensive continuum, SBCS ensures that families in First Steps benefit from wraparound supports that address both immediate needs and long-term goals. As families exit the home visiting program, they are already embedded in a network of services that can sustain progress, reduce risk, and lift them toward greater self-sufficiency.

1.1.1.6. Describe your organization's experience in evaluating the results and effectiveness of the program and its impact on the focused home visitation population.

SBCS has extensive experience evaluating the results and effectiveness of programs, including those serving the home visiting population. In First 5 First Steps, families are assessed with validated and HFA-approved tools, including the Family Resilience and Opportunities for Growth (FROG) assessment, the Ages and Stages Questionnaires (ASQ), the Patient Health Questionnaire-9 (PHQ-9), and the Healthy Families Parenting Inventory (HFPI), which measures change in parenting domains over time. These tools provide a comprehensive view of child development, parent-child interaction, parental well-being, and family protective factors. All service data are entered into CMEDS, the County's data system, typically within five business days. Data are reviewed by SBCS program leadership, as well as the program evaluator, to monitor family enrollment and retention, visit completion, and progress on outcomes. Evaluation also incorporates parent feedback through satisfaction surveys, the program's Advisory Board, and group discussions.

SBCS subcontracts with the San Diego State University Research Foundation to provide independent evaluation for First Steps. SDSURF analyzes program data, prepares outcome reports, and provides technical assistance to ensure findings are used for continuous quality improvement. In addition, SBCS and SDSURF participate in countywide evaluation processes

led by AAP-CA3, which include fidelity monitoring, annual site visits, and structured continuous quality improvement practices.

Beyond First Steps, SBCS has partnered with universities and independent evaluators to assess outcomes across a wide range of initiatives. This experience demonstrates the agency's capacity to measure program impact, apply findings to practice, and adjust services to improve outcomes for families served through home visitation.

- 1.2. **References** – Provide a minimum of three (3) and no more than five (5) business references for the Offeror's most relevant projects or program within the past five (5) years. References must be relevant to this population and program services to be provided. Each reference should be summarized in no more than one (1) page and should include the following:

Reference 1: City of Chula Vista, Housing and Homeless Services Department

The City of Chula Vista's Housing and Homeless Services Department serves as the City's primary entity for addressing affordable housing and homelessness, focusing on the most vulnerable residents through the production and preservation of affordable housing and direct services.

276 Fourth Avenue, Chula Vista, CA 91910. [REDACTED]

Contact: Angelica Davis, Homeless Solutions Manager, [REDACTED]

The City of Chula Vista has partnered with SBCS for more than thirty years as a Housing and Urban Development entitlement community and Housing Authority, relying on SBCS to deliver services funded through federal, state, and local sources aimed at addressing the community's most urgent housing and social service needs. Ms. Davis has worked directly with SBCS since 1997 in her roles with both National City and Chula Vista. Together, the City and SBCS have a longstanding partnership addressing the needs of domestic violence survivors, families experiencing or at risk of homelessness, and other vulnerable residents. SBCS has provided intensive case management, rental assistance, housing navigation, homeless services, food distribution, and both emergency and transitional shelter for victims of domestic violence and transitional age youth including home visiting. Over the decades, the City and SBCS have adapted to shifting community needs and maximized available resources to ensure that residents receive timely, culturally responsive, and effective support.

Reference 2: National SafeCare Training and Research Center (NSTRC)

The National SafeCare Training and Research Center is the nationwide implementation center for the SafeCare model, an evidence-based home visitation program shown to reduce child maltreatment among families with a history or risk factors for maltreatment. The center also conducts research to improve training, implementation, and translation of SafeCare, while collaborating with communities, child welfare administrators, and policymakers to increase support and resources for evidence-based prevention.

PO Box 3995, Atlanta, GA 30302. [REDACTED]

Contact: Daniel Whitaker, PhD, Co-Director, [REDACTED].

SBCS has partnered with the National SafeCare Training and Research Center since 2008, when SafeCare was first implemented in San Diego County. Over the past 17 years, NSTRC has collaborated with SBCS on training, fidelity monitoring, and consultation for SafeCare delivery. Together, SBCS and NSTRC have worked on the expansion of SafeCare in San Diego County, including initiatives funded by United Way and consultation for replication projects in California, Illinois, and Arizona. NSTRC has contracted with SBCS to provide training services, including Spanish-language training and consultation when NSTRC's own capacity was limited. SBCS and NSTRC continue to work closely to ensure SafeCare is delivered with fidelity, staff maintain accreditation, and families in San Diego County benefit from updated, evidence-based practices.

Reference 3: San Diego Housing Commission (SDHC)

The San Diego Housing Commission is a public agency committed to providing affordable housing opportunities and addressing homelessness across the City of San Diego. SDHC administers housing assistance programs, funds affordable housing development, and supports homeless service initiatives.

1122 Broadway, Suite 300, San Diego, CA 92101. [REDACTED]

Contact: Jessica Adamo, Housing Programs Manager. [REDACTED]

SBCS has partnered with the San Diego Housing Commission for decades to expand housing opportunities, address homelessness, and deliver integrated supportive services across the region. The San Diego Housing Commission is the direct recipient of the HUD Continuum of Care (CoC) Merged Permanent Supportive Housing (PSH) grant, as well as the Transition Age Youth (TAY) Rapid Rehousing (RRH) grant. SBCS has been a subrecipient of the PSH Merged grant since 2012 and a subrecipient of the TAY RRH grant since 2016. Through multiple contracts and initiatives, SBCS and SDHC have collaborated on housing navigation, rapid rehousing, rental assistance, and supportive services for vulnerable populations. Together, SBCS and SDHC have coordinated resources to address family homelessness, support domestic violence survivors, and expand housing stability options for transitional age youth. SBCS's experience in case management, housing placement, and supportive services complements SDHC's housing programs, ensuring that families receive both the housing and supportive services necessary to achieve long-term stability.

1.3. Organizational Staffing and Charts:

1.3.1. Organizational Chart

Please see Appendix A: Organizational Staffing Chart

1.3.2. Staffing Chart

Please see Appendix B: Programmatic Staffing Chart

1.3.3. Job Descriptions

Please see Appendix C: Job Descriptions

1.3.4. Describe/provide details about the diversity of your workforce, particularly in leadership positions.

While our workforce is dynamic, in a year SBCS employs as many as 500 staff and can be supported by as many as 1,500 volunteer opportunities. Our workforce reflects the racial, cultural, and linguistic diversity of the South Region communities where we operate. Nearly 90 percent of staff identify as non-white and more than half are bilingual and bicultural. Representation is strong at all levels of the organization, including leadership. Approximately 60 percent of the Leadership Team identify as Hispanic/Latina/e/o and nearly 70 percent of leaders are women. The Board of Directors and Executive Team include individuals who identify as minority, women, LGBTQ, and low-income community representatives. These demographics align with the populations SBCS serves and ensure that program design and management are informed by community perspectives. Our commitment to building leadership that mirrors the community is deliberate and monitored through annual workforce composition reviews.

1.3.5. Describe the specific measures, including training, that your organization has implemented to promote diversity and inclusion within your organization.

SBCS has developed and implemented specific measures to promote diversity and inclusion across all areas of the organization. We maintain agencywide policies on diversity and inclusion and conduct annual audits of staff and leadership demographics to identify strengths and areas for improvement. Recruitment efforts intentionally strive to create access for underrepresented groups through outreach to community organizations, local colleges, and job boards that specialize in diverse candidates. Human Resources reviews hiring practices to remove barriers, including eliminating unnecessary

physical requirements in job descriptions that may exclude individuals with disabilities. All staff receive training on diversity and inclusion during onboarding and annually thereafter. Managers and supervisors participate in advanced training that focuses on equitable supervision, inclusive leadership, and addressing systemic disparities. SBCS has also established employee engagement committees that collect staff feedback and guide decisions on internal events, holidays, and cultural observances. This feedback ensures that the workplace is inclusive and that staff feel represented. The organization regularly reviews exit interviews and turnover data to assess whether staff from underrepresented groups experience barriers to retention and takes corrective action where needed.

1.3.6. Describe the organization's approach to achieve cultural competency for the Focus Population in to ensure staff is culturally competent to service clients with diverse backgrounds.

SBCS approaches cultural competency by combining workforce diversity, ongoing staff training, and continuous feedback from families. Hiring practices prioritize bilingual and bicultural staff who reflect the South Region communities, as well as staff with lived experience in systems such as probation and child and family well-being who bring added perspective to supporting families. All home visitors are trained in the Healthy Families America model, which requires cultural responsiveness as part of fidelity standards. Staff are trained to use engagement strategies including Motivational Interviewing, that respect family traditions and values, and to adapt services to fit the unique needs of immigrant, refugee, military, foster youth, and teen parent populations. Program materials are reviewed regularly for cultural relevance, and documents are translated into the languages most commonly spoken in the service area.

A key strength of SBCS is that the agency staffs its own Clinical Department. All First Steps program staff receive reflective and clinical supervision from Clinical Supervisors, who are also available for case consultation at any time. The Clinical Department also provides internal training on working with diverse populations, trauma-informed practice, and other areas relevant to cultural competency. Parents and caregivers are engaged through satisfaction surveys, advisory group, and monthly parent engagement groups, and their feedback is incorporated into program development and evaluation. In alignment with HFA standards, SBCS completes an annual Equity Plan, which uses data and staff/family feedback to assess fairness in service delivery, workforce support, and community engagement. The Equity Plan guides continuous improvement efforts and ensures that cultural competency is integrated into daily practice and long-term planning.

1.3.7. Describe the bilingual capability your organization has implemented for individuals who prefer to communicate in languages other than English.

SBCS has extensive bilingual capacity to ensure families can access services in their preferred language. More than half of all staff are bilingual, with Spanish the most prevalent second language. This reflects the demographics of the South Region, where many families are monolingual Spanish speakers. Frontline staff also speak additional languages, including Tagalog and Arabic, which broadens access to immigrant and refugee families. When families prefer languages not represented among staff, SBCS contracts with professional interpretation services to provide accurate communication. Written program materials, consent forms, and parent education resources are routinely translated into Spanish and are made available in other languages as needed. In our new building, SBCS has endeavored to promote language access through multi-lingual cards and signs, including braille. These practices and more ensure that families can fully participate in services without language serving as a barrier to access.

1.3.8. Staff Turnover – Briefly describe Offeror's plan for continuing program services in the event of loss of key staff.

SBCS has systems in place to maintain continuity of services in the event of staff turnover. While our turnover rate across the agency is exceptionally low, we have procedures to ensure clients and families remain supported during any staffing transition. In the First Steps program, SBCS' Director and Supervisor are both experienced former home visitors and are qualified to provide visits if necessary, although typically cases are redistributed among remaining staff members to balance caseloads and ensure continuity for families. In doing so, we consider language capacity, staff expertise, and case weight to minimize disruption to families. In alignment with Healthy Families America standards, families may be placed on

“temporary re-assignment” for up to three months when a position is vacant, during which time supervisors or designated staff maintain communication with families to ensure immediate needs are addressed until a new home visitor is trained and assigned. Recruitment for home visitors and other key roles is ongoing, and Human Resources maintains candidate pools to fill vacancies quickly. HR also conducts exit interviews with staff who leave, and feedback is used to refine retention strategies. Reflective supervision, access to professional development, and staff wellness supports are in place to promote retention and maintain program stability.

- 1.3.9. **Staff Requirements** – Describe how Offeror will ensure staffing meets the required qualifications necessary to support the activities as described in Exhibit A – Statement of Work (SOW).

SBCS ensures that all staff meet the qualifications required in the Statement of Work and in the Healthy Families America model. Home visitors are required to hold at least a high school diploma or GED, with a bachelor’s degree in child development, early childhood education, psychology, or a related field preferred. They must also have a minimum of two years’ experience providing services to families with children prenatally through age five, knowledge of infant and child development, and demonstrated ability to work with culturally diverse families. Bilingual English/Spanish capacity is strongly preferred. All home visitors complete HFA core training before carrying a caseload. Supervisors are required to have education and experience in early childhood development, social work, or related fields, with a bachelor’s degree required and a master’s degree preferred. Supervisors must also complete HFA supervisor training and maintain fidelity to HFA standards. Program directors and specialists meet additional requirements in administration, quality assurance, and staff development, as outlined in position descriptions.

Human Resources ensures that these qualifications are met through a structured hiring process, including submission of applications and resumes, verification of education and credentials, reference checks, and background checks in accordance with County and State requirements. To maintain compliance, SBCS uses an HFA training spreadsheet that records all required onboarding and ongoing trainings for staff. Program leadership reviews this spreadsheet monthly to monitor due dates and ensure completion. If a newly hired staff member requires additional training beyond onboarding, an individualized training plan is developed. All staff participate in reflective supervision and ongoing professional development to reinforce skills and maintain fidelity. Program leadership also oversees compliance with HFA standards and collaborates with AAP-CA3, the Countywide Coordinator, for training and technical assistance to support ongoing staff development and accreditation.

2. PROGRAM DESIGN AND APPROACH

2.1. Acceptance of the Exhibit A – Statement of Work (SOW)

SBCS has read, understands, and accepts the Exhibit A – Statement of Work (SOW).

- 2.2. **Describe Offeror’s proposed program and services**, detailing the strategies, methods, and procedures Offeror will use to achieve the goals, objectives, and requirements specified in the SOW. Description should include the following information:

2.2.1. Approach to model the program by utilizing the evidence-based models of Healthy Families America.

SBCS has delivered home visiting services in the South Region using the Healthy Families America (HFA) model since 2013 and has maintained HFA accreditation through the national office since 2016. Fidelity to the model is overseen by the Program Director, who ensures that all home visitors complete HFA core training, that supervisors meet HFA supervisory training requirements, and that caseloads, visit frequency, supervision practices and service delivery align with HFA Best Practice Standards.

All home visitors receive weekly individual supervision from their direct supervisor, as well as monthly group reflective supervision facilitated by an SBCS Licensed Clinical Supervisor. Supervisor and the Program Director also receive monthly individual reflective supervision from the Clinical Supervisor. Providing weekly scheduled supervision helps direct service staff maintain perspective, evaluate their own performance, increase personal and professional development, learn and

practice new strategies to work effectively with families, and develop reflective capacity. This process enhances the quality of services families receive, promotes accountability, and reduces staff burnout and turnover. Supervisors also conduct shadow visits as required by the HFA model, and as needed, to reinforce fidelity and support professional development.

SBCS coordinates closely with the Countywide Coordinator, American Academy of Pediatrics California Chapter 3 (AAP-CA3), to ensure fidelity. AAP-CA3 provides training, technical assistance, fidelity checks, and continuous quality improvement processes, all of which SBCS integrates into operations. SBCS also contracts with San Diego State University Research Foundation to support evaluation and quality improvement. Additionally, a Contracts and Data Management (CDM) Associate supports reporting, accreditation activities, and program-level quality assurance.

To address diverse family needs, SBCS complements HFA with additional evidence-based and evidence-informed approaches. The Mothers and Babies curriculum is offered to families at risk for perinatal depression. Futures Without Violence's Connected Parents, Connected Kids (CPCK) training is implemented to provide universal education on intimate partner violence and Adverse Childhood Experiences (ACEs), ensuring all families—not only those who disclose violence—receive information, resources, and support. Parent engagement is expanded through monthly parent groups that create peer support networks and reinforce skills introduced during home visits.

Quality improvement is also guided by the program's Community Advisory Board, which includes a former client, staff, and community partners. This board reviews program practices and outcomes, provides feedback on service delivery, and ensures that family and community voices inform program improvements. In addition, shadowing of home visits and client experience calls are conducted annually by supervisors—at least one per home visitor per year, and more as needed—and all families complete a Parent Satisfaction Survey annually to provide feedback. These mechanisms, combined with fidelity monitoring and evaluator input, ensure that families' voices and data-driven practices guide service delivery and improvement. Through these practices, SBCS models the program to HFA fidelity while incorporating supplemental curricula, clinical reflective supervision, community input, and a formal evaluation partnership to strengthen outcomes for families in the South Region.

2.2.2. *Offeror's approach to collaborating with the Countywide Coordinator (American Academy of Pediatrics Ca-3 Chapter), CFWB, and County Public Health Nurses (PHN) in the start-up, implementation and on- going service delivery, quality improvement and evaluation of the home visitation services.*

SBCS has longstanding and active partnerships with the Countywide Coordinator (AAP-CA3), the Child and Family Well-Being Department (CFWB), and Public Health Nurses (PHN), and these relationships will continue to grow and guide successful implementation of the First 5 First Steps program in the South Region.

As part of the County's multi-site HFA system, SBCS works closely with AAP-CA3 to ensure fidelity to the model and continuous quality improvement. This collaboration includes biweekly meetings with other regional program directors, a monthly supervisor workgroup, and monthly "Creating Connections for Collaboration" sessions that bring together home visitors, supervisors, and PHNs across agencies to strengthen skills and share best practices. AAP also conducts HFA fidelity monitoring twice a year, followed by site visit reports and review meetings to identify and address areas needing improvement. In addition, AAP develops program policies and procedures, with input from lead agencies, and supports countywide training initiatives.

SBCS coordinates closely with CFWB to align home visiting services with countywide priorities for prevention and family support. Since 2022, SBCS has partnered with CFWB on the Family First Prevention Services Act (FFPSA) pilot and subsequent rollout, including the development of referral pathways, safety monitoring procedures, billing systems, and exploration of new data collection requirements. SBCS staff met monthly with CFWB during the pilot phase, shifting to quarterly meetings in 2024, and continue to participate actively. A CFWB representative also serves on the First Steps Community Advisory Board, ensuring direct involvement in program oversight and feedback.

SBCS' partnership with Public Health Nurses is also well established. PHNs participate in the program's Community Advisory Board, providing input on operations and quality improvement. SBCS and PHNs collaborate on mutual referrals to ensure families receive either home visiting or clinical public health services based on assessed needs. Staff from both programs participate in cross-training, and PHNs have shadowed SBCS home visitors to strengthen coordination. Joint meetings between SBCS and PHN staff further enhance collaboration, ensuring that families experience seamless support across systems.

SBCS is further committed to continually refining and improving these partnerships through regular check-in meetings and more as determined in close collaboration with all.

2.2.3. *The process upon receipt of referrals from CFWB* including the steps from receiving the referral to providing home visiting services.

SBCS has extensive experience working with the County to design and manage referral pathways and will collaborate with CFWB to finalize the new referral process for the South Region. As part of the FFPSA pilot and other prevention initiatives, SBCS has participated in establishing referral systems that ensure accurate eligibility screening, timely follow-up, and consistent reporting, and SBCS has already begun receiving referrals from CFWB for home visiting services as of July 2024. In addition, SBCS began coordinating with the Family Connection Hub, also funded by CFWB, in December 2024 and received the first referral from the Hub in 2025.

Although the exact process will be determined collaboratively, a sample description follows based on current processes and similar experiences. Upon receipt of a referral from CFWB, staff confirm receipt with the referring party and review pre-screening results to verify eligibility for home visiting services. Each referral is entered into the County's CMEDS system for tracking and reporting. Families are contacted within two business days of receiving the referral, typically by phone, to schedule an initial home visit at a time that meets the family's needs. If a family does not respond, home visitors make four outreach attempts by phone and other appropriate means. If there is still no response, a letter is mailed offering services and providing instructions for follow-up.

If the family cannot be reached, SBCS contacts CFWB before the 30-day closure point to confirm contact information or request alternate details. If no engagement is established, the referral is closed in consultation with CFWB, generally at 30 days, unless there is a reason to believe further attempts may be successful. Throughout the process, all outreach efforts and outcomes are documented in CMEDS, and referral results—including enrollment or declination—are reported back to CFWB. This process ensures that referrals are acted upon promptly, communication with CFWB is continuous, and families are given every reasonable opportunity to engage in services.

2.2.4. *Offeror's approach to targeting and providing services to the Focus Populations* listed in SOW Section 5.

SBCS is a full-service, community-based agency that has served the South Region for more than 50 years, with a continuum of programs spanning domestic violence, housing and homelessness, CFWB, probation, and behavioral health. This breadth allows families to access services internally without having to navigate multiple providers, and ensures that home visiting participants benefit from warm handoffs to trusted, coordinated supports. All program staff complete extensive training, including the 40-hour Domestic Violence Counselor training delivered by SBCS, and receive reflective and clinical supervision, strengthening their ability to serve families with complex needs.

Since 2013, SBCS has delivered First 5 First Steps home visiting services using the Healthy Families America (HFA) model and has served all of the priority populations identified in the Statement of Work. These include pregnant and parenting teens; pregnant and parenting youth in foster care; military families; immigrant and refugee families; income-eligible pregnant or postpartum women and families; medically complex mothers and children, including those with substance use, domestic violence, or mental health concerns; CalWORKs beneficiaries; and FFPSA-eligible families identified by CFWB as at risk of maltreatment or foster care entry. Families will continue to be referred directly through the Child and Family Well-Being Department, ensuring consistent, centralized referral and eligibility processes.

Within the HFA framework, services are individualized to each family's strengths, needs, and goals. Supplemental practices further strengthen outcomes, including Mothers and Babies for families at risk of perinatal depression and Futures Without Violence's Connected Parents, Connected Kids (CPCCK) for families with a history of or risk for intimate partner violence. Parent groups provide peer support and reinforce parenting skills, and family feedback is incorporated through surveys, follow-up calls, and the Community Advisory Board. Through these strategies, SBCS ensures that all Focus Populations are effectively targeted and served with equitable access, culturally responsive practices, and seamless connections to the agency's continuum of care and broader community partnerships.

2.2.4.1. How does the Offeror ensure the voices of the Focus Population are included in the design and evaluation of services?

Family voices are integrated into program design and evaluation through multiple mechanisms. SBCS convenes the Community Advisory Board quarterly, which includes community partners and a former client who provides perspective on lived experience. Current clients complete service satisfaction surveys, which are reviewed by program leadership during Continuous Quality Improvement (CQI) processes and discussed at Advisory Board meetings. Monthly parent groups provide opportunities for families to share informal feedback and shape the topics and activities most relevant to them. Program staff also conduct "parent experience" follow-up calls to gather additional input after services are provided.

In addition, SBCS draws on the expertise of Parent Partners and Peer Partners employed in other agency programs serving CFWB, Probation, and Unsheltered populations. Their perspectives are occasionally consulted to inform service design and ensure that programming reflects the needs of families with lived experience.

2.2.4.2. What barriers do pregnant and parenting teens face in accessing health, education, and social services? Describe in detail the Offeror's strategies to reduce these barriers.

Pregnant and parenting teens often face barriers related to school attendance, family dynamics, and limited income, which can limit their ability to access health, education, and social services. SBCS reduces these barriers through client-oriented case management and voluntary service planning that respects youth autonomy. Home visitors provide navigation support for housing and education systems, helping young parents remain in school or re-engage in alternative education programs, while also connecting them to childcare and WIC services.

To prevent financial or logistical barriers from limiting participation, SBCS uses wrap and flex funds to provide concrete supports such as clothing, diapers, developmental toys, safety items, and transportation assistance when needed to reach medical or educational services. Flexible service planning allows teens to prioritize goals most important to them, ensuring that support is responsive and sustainable.

2.2.4.3. How do current services address the unique needs of pregnant and parenting youth in foster care, particularly in relation to trauma and instability?

Pregnant and parenting youth in foster care often experience trauma, mental health concerns, and placement instability. SBCS addresses these needs through trauma-informed service delivery, ensuring staff are trained to recognize the impact of trauma and adapt visits accordingly. Youth are screened for depression through the PHQ-9 and mental health is addressed as a domain in the Family Resilience and Opportunities for Growth (FROG) assessment, which helps identify strengths and needs.

Because foster youth must access additional services through their social worker, SBCS home visitors support them by coordinating with child welfare staff and caregivers rather than making direct referrals. When invited, home visitors attend Child and Family Team (CFT) meetings alongside youth to provide advocacy and continuity of support. As a no-wrong-door agency, SBCS also connects youth to its broader continuum of housing, counseling, and education supports, ensuring stability and responsiveness even during placement changes. Programs include Independent Living Skills (ILS), housing and homelessness programs, Children's Mental Health contracts that serve foster youth, and education and employment

assistance initiatives. These internal linkages, combined with cross-program coordination, allow foster youth to access consistent support and stability even during placement changes.

2.2.4.4. Describe the Offeror's current methods to prevent intergenerational involvement in the child welfare system.

SBCS works with youth and young parents to break generational cycles of child welfare involvement by providing consistent voluntary support during the first three years of a child's life, when the risk for abuse and neglect is highest. Home visitors engage families in discussions about how their own early experiences of trauma and instability may influence current parenting, and provide concrete strategies to create safe, nurturing environments for their children. Families receive education on child development, safe caregiving, healthy attachment, stress management, and problem-solving to strengthen protective factors and reduce risks. In addition to education and coaching, SBCS supports families in addressing the social and economic stressors that can contribute to child and Family Well-Being involvement. Staff connect families to public benefits and provide concrete supports such as diapers, clothing, and safety items. Monthly parent groups and community linkages help parents build informal networks of support, including connections to faith-based and other community groups. As families prepare to graduate or transition out of the program, SBCS develops a Transition Plan in line with HFA standards to ensure continuity of support. This includes warm handoffs to other services such as SBCS' therapeutic preschool, Community Services for Families, or behavioral health supports if needed. These practices ensure that families are not only supported during the early years but are connected to longer-term resources that sustain stability and prevent intergenerational child and Family Well-Being involvement.

2.2.4.5. Describe the Offeror's strategies and procedures to sustainably allocate resources to ensure continuity of care as youth age out of foster care.

SBCS ensures continuity of care for youth in foster care by beginning transition planning early and allocating resources in a way that supports stability as they approach adulthood. For pregnant and parenting foster youth enrolled in First Steps, home visitors identify long-term resource needs in advance and develop individualized transition plans. These plans prioritize connections to stable housing, employment, education, and healthcare, with warm handoffs to SBCS' internal programs—including Independent Living Skills (ILS), housing, and Children's Mental Health—as well as external community partners. To reduce disruptions, wrap and flexible funds are used to address urgent barriers such as clothing, emergency food, or safety items during the transition period. Reflective and clinical supervision helps staff anticipate challenges unique to foster youth and coordinate supports accordingly. SBCS also leverages its role in collaborative forums and Child and Family Team (CFT) meetings to ensure resources are coordinated across systems.

2.2.4.6. How do policies ensure that military families, especially those who are pregnant or parenting, have equitable access to services regardless of deployment or relocation

Military families in the South Region face unique challenges related to deployment, relocation, and reintegration. SBCS ensures equitable access by tailoring outreach and service delivery to these realities. In the past staff have participated in outreach at military family venues, including base-hosted resource fairs, to increase visibility and access to services. Families are offered flexible scheduling, including early morning and evening appointments, to accommodate demanding schedules. When a primary caregiver deploys, services continue with a secondary caregiver such as a spouse, partner, or grandparent, ensuring the child continues to receive consistent support. For families who relocate and later return to the region, SBCS provides expedited re-enrollment to avoid service gaps. These policies ensure equitable and uninterrupted access to home visiting services for military families.

2.2.4.7. How are programs adapting to the unique cultural and logistical needs of military families?

SBCS adapts services to meet the cultural and logistical needs of military families by addressing both the stressors of military life and the practical barriers families face. Families often experience social isolation, shifts in family roles, and the stresses of frequent moves. Home visitors respond by fostering strong parent-child interactions, facilitating parent groups that help families build social ties, and providing reflective support during deployment cycles.

Logistical needs—such as emergency financial assistance, food insecurity, childcare, and employment instability—are addressed through individualized service planning and linkage to SBCS’ broad continuum of services. Families may be connected to SBCS’ food distributions, Communities in Action program for financial literacy, housing supports, and behavioral health services, as well as external partners to ensure stability. Home visitors can also provide emergency concrete supports such as diapers, clothing, or developmental toys.

When relocation occurs, SBCS develops a transition plan with the family. If the family wishes to continue services, staff first seek an HFA program in the receiving community and make direct contact to facilitate a warm handoff. If no HFA program is available, SBCS staff identify alternative resources and helps the family begin services with new providers. These strategies ensure military families receive culturally sensitive, practical support and continuity of care despite frequent changes.

2.2.4.8. How do language and cultural barriers impact immigrant and refugee families’ access to prenatal and parenting support? Describe the Offeror’s procedure to alleviate these barriers.

Immigrant and refugee families often encounter barriers such as limited English proficiency, cultural differences in health and parenting practices, and lack of familiarity with available systems of support. These barriers can lead to delays in accessing prenatal care, hesitancy to engage with service providers, or difficulty navigating fragmented services.

SBCS addresses these challenges by employing bilingual and bicultural staff who reflect the communities of the South Region, providing interpretation when needed, and translating materials into families’ preferred languages. Services are delivered flexibly, in homes, community centers, or other trusted locations identified by the family. SBCS also employs Promotoras—community health workers with shared cultural backgrounds—who help bridge cultural gaps, foster trust, and encourage sustained engagement. To reinforce these efforts, SBCS partners with trusted community organizations to ensure families have access to culturally relevant and credible resources. Together, these practices reduce barriers and ensure immigrant and refugee families can equitably access prenatal and parenting supports.

2.2.4.9. Describe policies and procedures that are in place to provide culturally sustainable care for pregnant and parenting immigrants and refugees.

SBCS has established policies and procedures to ensure culturally sustainable care for immigrant and refugee families. Recruitment and hiring practices prioritize bilingual and bicultural staff who reflect the demographics of the South Region. SBCS maintains language capacity across the team and budgets specifically for professional interpretation and translation services so that families consistently receive support in their preferred language. Materials are translated into the most common languages spoken in the community, and interpretation is provided for less common languages to ensure equitable access.

Procedurally, home visitors are trained to adapt service delivery to cultural practices, family traditions, and client-identified preferences. Staff receive ongoing clinical and reflective supervision from SBCS Clinical Supervisors, which reinforces trauma-informed and culturally respectful practice. Policies also require staff to document language needs, cultural considerations, and family preferences in service plans so they are consistently integrated into care. Flexibility in scheduling and meeting locations—such as visiting families at community sites or in their homes—further ensures comfort and accessibility.

SBCS sustains these practices through strong community partnerships that extend culturally relevant resources. These include collaborations with Casa Familiar, Jewish Family Service, and Legal Aid Society of San Diego, among others, which specialize in serving immigrant and refugee communities. Home visitors coordinate with these partners as needed to ensure families receive specialized supports such as legal assistance, immigration navigation, or culturally specific community resources.

Through a combination of intentional hiring, dedicated resources for language access, reflective supervision, and established community partnerships, SBCS ensures that immigrant and refugee families receive linguistically accessible and culturally sustainable care throughout their participation in First Steps.

2.2.4.10. What strategies are being implemented to reduce financial barriers, promote health equity and ensure ongoing, sustainable support for low-income mothers and families?

SBCS reduces financial barriers and promotes health equity for low-income families through a layered set of supports. Wrap and flexible funds are available to cover urgent needs such as diapers, formula, clothing, food, developmental toys, and transportation, preventing financial hardship from interrupting service engagement. Families also have access to SBCS' warehouse, which can provide essential supplies including baby equipment, household items, and emergency goods at no cost. SBCS also employs trained and certified public benefit enrollers, to ensure that families are able to maximize available public resources.

Longer-term stability is supported through referrals to programs including SBCS' Communities in Action (CinA) program, which offers individualized case management, financial literacy workshops, budgeting support, and matched savings opportunities that help families build financial resilience. Families are also screened for eligibility for Medi-Cal Enhanced Care Management (ECM), with a focus on pregnant women, to ensure timely connection to comprehensive healthcare coverage and care coordination. SBCS is an ECM provider for Community Health Group, the largest provider for Medi-Cal customers in our region. These strategies reduce immediate financial barriers, promote sustainable well-being by combining emergency support with long-term financial education and healthcare access, and ensure that low-income mothers and families are equipped to meet their children's needs consistently while building toward greater economic stability and health equity.

2.2.4.11. Describe the Offeror's strategies to address the intersection of medical complexity with other challenges, such as substance use or mental health concerns.

Families with medically complex mothers or children often face overlapping challenges such as mental health concerns, substance use, or exposure to domestic violence. SBCS addresses these situations by leveraging its full continuum of internal programs—including domestic violence services, housing and homelessness programs, and Children's Mental Health—to provide coordinated, wraparound support. Home visitors conduct screenings during visits and, when higher-level services are needed, provide a warm handoff to appropriate resources. As one of the region's most comprehensive service providers, SBCS is uniquely positioned to connect families both internally—through our housing, behavioral health, and domestic violence programs—and externally through long-standing partnerships and referral pathways.

To ensure coordination, SBCS facilitates multidisciplinary team (MDT) meetings with other providers involved in the family's care, creating a shared plan and reducing duplication. Staff also receive reflective and clinical supervision, which allows for consultation on complex cases and helps staff identify the intersections between medical complexity and behavioral health, substance use, or safety concerns. Staff maintain communication with providers and ensure referrals are documented and followed up on, so that families do not fall through service gaps. This approach ensures that families receive comprehensive, well-coordinated services that address both medical and social challenges.

2.2.4.12. In what ways are families with medically complex needs supported to navigate fragmented systems of care sustainably and what measures are in place to ensure equitable access to specialized care and long-term support?

For families with medically complex needs, SBCS provides intensive case management to help them navigate fragmented systems of care. Home visitors obtain releases of information so that all providers involved can communicate, and multidisciplinary team (MDT) meetings are facilitated when appropriate to coordinate planning across systems. Staff work closely with Public Health Nurses and other providers to align service plans and ensure that recommendations are understood and acted upon. Reasonable accommodations are made to meet family needs, including flexible scheduling, in-home visits, and alternative meeting locations. For Medi-Cal-enrolled families, SBCS is a provider of and leverages

Enhanced Care Management (ECM) to ensure equitable access to specialized care and long-term supports. When necessary, staff may take a more hands-on role in case management, directly linking families to providers, monitoring progress, and following up until a stable medical home and sustainable supports are in place.

2.2.4.13. How does participation in CalWORKs impact pregnant and parenting individuals' access to health and social services?

Participation in CalWORKs creates both opportunities and challenges for pregnant and parenting individuals in accessing health and social services. Families benefit from resources such as childcare, financial coaching, diaper and supply assistance, and health insurance navigation, all of which SBCS helps coordinate. At the same time, CalWORKs requirements—such as school attendance, maintaining grades for teen parents, or active job search activities for adults—can limit availability for home visits. SBCS reduces these barriers by offering services in the home, providing flexible scheduling including early morning and evening appointments, and adjusting visit frequency within HFA standards to accommodate family availability. Staff also help families understand and make use of temporary exemptions for new parents, ensuring that home visiting services remain accessible alongside CalWORKs requirements.

2.2.4.14. How are feedback and lived experiences from CalWORKs beneficiaries used to improve program sustainability and fairness?

Feedback from CalWORKs beneficiaries informs program improvement and ensures services remain fair and responsive. Input is gathered through satisfaction surveys, follow-up calls, and parent groups, with results reviewed in supervision and quality improvement processes. The program's Community Advisory Board currently includes former client representation, and CalWORKs perspectives are further represented through Public Consulting Group, the County's CalWORKs contractor, which participates actively on the Board. This structure ensures that both client experiences and system-level perspectives shape how SBCS adapts services for families engaged in CalWORKs, supporting sustainability and equitable access.

2.2.4.15. How are at-risk families identified and engaged in prevention services equitably?

Families at risk of child abuse, neglect, and/or CFWB involvement, are primarily identified through referrals from CFWB and the Family Connection Hub, operated by SAY San Diego. SBCS has a signed BAA with SAY to ensure appropriate coordination of services, and referrals through the Hub are part of our active participation in the FFPSA pilot. Families are also identified through SBCS' domestic violence programs, which serve many parents in the FFPSA at-risk categories.

In addition, SBCS receives referrals from Community Services for Families (CSF), a program for families involved with or at risk of child abuse and neglect, including those who are pregnant or on a CSF waitlist. SBCS' broader continuum—including Mi Escuelita Therapeutic Preschool and homeless housing programs for families—provides additional touchpoints for identifying and engaging families at risk. These connections ensure that families most vulnerable to maltreatment or child welfare involvement are identified early and engaged in prevention services equitably.

2.2.4.16. What evidence-based, sustainable interventions are provided to prevent child maltreatment and foster care entry?

SBCS prevents child maltreatment and foster care entry by implementing evidence-based interventions that strengthen protective factors and promote safe, stable families. The HFA model, specifically designed to prevent child abuse and neglect, provides long-term home visiting services for up to three years, ensuring support during the critical early years of child development. Families also benefit from supplemental evidence-based curricula such as Mothers and Babies, which addresses perinatal depression, and Connected Parents, Connected Kids (CPCK), which provides universal education on intimate partner violence and Adverse Childhood Experiences (ACEs) to help reduce risks across all families.

As families approach program completion, SBCS engages in advance planning to ensure continuity of support and reduce risk of maltreatment or foster care entry. Families may be linked to Community Services for Families (CSF), which uses SafeCare; Mi Escuelita Therapeutic Preschool, which uses Incredible Years; or SBCS Children's Mental Health services, which offer Trauma-Focused Cognitive Behavioral Therapy (TFCBT) for both children and parents. This continuum of

evidence-based programs ensures families continue to receive structured, sustainable interventions that support safety, resilience, and well-being beyond their participation in First Steps.

2.2.4.17. Describe the Offeror's strategies to coordinate community resources to support FFPSA-eligible families long-term?

FFPSA-eligible families are supported with case planning and management designed to sustain long-term stability. As families approach the three-year service horizon, staff review progress, update goals, and connect families to community resources that can continue support beyond the program. This process emphasizes building families' confidence and ability to access formal supports independently, reducing the risk of maltreatment or re-entry into child welfare.

To strengthen long-term planning, SBCS will implement multidisciplinary team (MDT) meetings with Family Connection Hub staff to coordinate services and align supports after FFPSA eligibility ends. SBCS also participates in and often leads regional collaboratives, including the National City Collaborative, Chula Vista Collaborative, San Ysidro Collaborative, and the South Region Community Leadership Team. These forums provide opportunities to share resources, identify service gaps, and ensure that families remain connected to a strong network of support across the community.

2.2.4.18. Describe the Offeror's strategy to work with CFWB to ensure that all families, regardless of background, have equitable access to preventive and supportive services?

SBCS works closely with CFWB to ensure all families, regardless of background or presenting needs, have equitable access to home visiting and related services. We do not deny services based on a family's trauma history, substance use, homelessness, domestic violence, or other complex challenges. Instead, staff are trained to engage families with impartiality and connect them to appropriate supports while maintaining their eligibility for First Steps.

To reinforce this, SBCS maintains staff co-located at CFWB offices who can serve as liaisons between programs, helping ensure timely communication and coordinated planning. Reflective supervision and case reviews emphasize impartial service delivery, and SBCS' broad internal continuum—including domestic violence, housing, behavioral health, and substance use programs—provides natural pathways for layered support. This strategy, paired with ongoing collaboration with CFWB, ensures that all referred families can access preventive and supportive services without exclusion.

2.2.4.19. What mechanisms are in place to monitor and address disparities in outcomes among families served by CFWB?

SBCS monitors disparities in outcomes through regular review of enrollment, retention, and assessment data, including outcomes for families referred by CFWB. SDSU, as the evaluation subcontractor, conducts monthly data reviews and analysis for the program, identifying differences across race, ethnicity, language, and referral source, and shares findings with SBCS leadership to inform program adjustments. At the agency level, the Contracts and Data Management (CDM) team reviews broader data trends across SBCS programs to ensure consistency in identifying and addressing disparities.

Results for First Steps are presented to the Community Advisory Board to provide community-based monitoring and accountability. Disparities are also discussed at countywide AAP-CA3 meetings, which bring together all regional contractors, and during regular check-in meetings with CFWB. These combined processes ensure that disparities are identified early and addressed through targeted outreach, staff training, and program refinements.

2.2.4.20. How is sustainability built into the programs and services offered to ensure continued support for family well-being?

Sustainability is built into SBCS' approach program operations through diversified funding, workforce investment, and strong community partnerships. SBCS draws on multiple revenue sources to stabilize key services, including Medi-Cal Administrative Activities (MAA), which provide supplemental funds to support program operations. While MAA represents a modest portion of funding, it contributes to long-term fiscal resilience. The agency also leverages volunteers, donated

supplies, and student interns—particularly counseling interns—who expand service capacity and provide direct benefit to families in home visiting.

Future funding is the shared responsibility of SBCS' Chief Executive Officer, Board of Directors, and Grant-writing team. SBCS maintains an excellent track record of developing, implementing, and sustaining programs in response to community needs, impacting more than 50,000 individuals each year. Funding is spread across a wide base of local, county, state, and federal contracts, as well as individual donors, corporations, and private foundations, limiting dependence on any one source. The Board plays an active role in fundraising, including the annual "Change Their Lives" event, and the agency continues to broaden its donor base through online campaigns, planned giving, and exploration of endowment potential.

Program sustainability is further reinforced through fidelity to the Healthy Families America model, which supports consistent outcomes, and through continuous evaluation and quality improvement practices that ensure services adapt to family needs. By combining fiscal diversification, community support, and internal capacity, SBCS consistently sustains services that reliably promote family well-being over time.

2.2.5. Plan to conduct monthly Safety Monitoring with the family and risk assessments

SBCS conducts safety monitoring and risk assessments as an integral and ongoing part of service delivery, in alignment with the HFA risk protocol. Safety monitoring addresses not only the home environment but also the child's functioning, parenting practices, and family well-being, with specific attention to child abuse and neglect. All home visitors are trained prior to carrying a caseload, and within three months of hire, in child health and safety, child abuse and neglect, and mandated reporter responsibilities. Staff also complete ongoing mandated reporter training as required. Additional training addresses safety prevention topics that are incorporated into home visits at appropriate developmental stages, including safe sleep, childproofing, discipline practices, and feeding transitions.

At intake and at required intervals, families complete structured tools that include safety-related questions. These include the HFA-approved Family Resilience and Opportunities for Growth (FROG) assessment, which captures domains related to family environment, parenting practices, and child protective services history; as well as questionnaires on child safety, such as safe sleep practices and emergency room visits. Staff also use the Ages and Stages Questionnaires (ASQ) to monitor child development and the CHEERS Check-In tool to observe parent-child interaction, both of which provide additional context about child well-being. Home visitors are mandated reporters and are trained to identify and act on indicators of abuse, neglect, or unsafe environments. When a safety concern is identified, the home visitor consults with a Clinical Supervisor, who provides guidance on next steps, ensures mandated reporting requirements are met, and supports the family with education and referrals as appropriate. Monthly safety monitoring is documented in Family Service Plans and home visit records. Supervisors review these records in weekly supervision sessions with each home visitor to ensure that monitoring occurs consistently and that follow-up actions are documented and completed. This structure ensures that families receive education and support on safety topics, while staff remain accountable to HFA standards and mandated reporting requirements.

2.2.6. Offeror's approach to coordinate with the Family Connection Hub program to ensure a whole family approach and avoid duplication of services.

SBCS coordinates with the Family Connection Hub, operated by SAY San Diego, to ensure families receive a whole-family approach and do not experience duplication of services. At intake, SBCS and SAY staff secure signed releases of information so that both agencies can communicate and align services. SBCS and SAY also have a Business Associate Agreement in place, allowing staff to share necessary information for coordinated case planning.

When families are connected to both programs, staff can coordinate through multidisciplinary team (MDT) meetings, appropriate data sharing, and aligned service plans. SBCS home visitors provide long-term, relationship-based support, while Hub staff focus on short-term navigation and linkages; together these roles create a seamless continuum of care. To support system-level collaboration, SBCS will maintain proactive communication with Hub leadership, including standing meetings on at least a quarterly basis, to monitor referral trends, address barriers to engagement, and identify opportunities

for coordinated outreach. This collaboration ensures that families are supported holistically and that resources are allocated efficiently across the South Region.

2.2.7. *Offeror's plan to maintain HFA accreditation and meet the training and certification requirements as stated in SOW Section 7.1.4.*

SBCS has maintained Healthy Families America (HFA) accreditation since 2016 and is committed to meeting all requirements for renewal, which is due again in 2026. SBCS Program Director, who is trained as an HFA Peer Reviewer, oversees fidelity to HFA Best Practice Standards and ensures compliance with training, supervision, and quality assurance requirements.

All staff are required to complete HFA core training before carrying a caseload and to participate in ongoing professional development specific to their role. Training content is aligned with HFA Best Practice Standards and the directives of the Countywide Coordinator (AAP-CA3), and includes identifying at-risk families, completing standardized risk assessments, offering services and referrals, promoting preventive health care, securing medical homes, emphasizing immunizations, conducting creative outreach, building family trust, supporting family strengths, developing individual family support plans, observing parent-child interactions, determining home safety, and managing crisis situations. SBCS also ensures that staff receive training in cultural competency, substance abuse, child abuse reporting, domestic violence, drug-exposed infants, community resources, and the FFPSA training series provided by CFWB.

Reflective supervision is central to sustaining fidelity. Home visitors receive weekly individual supervision with their direct supervisor and monthly group reflective supervision with the Clinical Supervisor. Supervisor and the Program Director also participate in monthly individual reflective supervision to support staff development and address family challenges. This reflective model enables staff to develop effective goal plans, better understand barriers to family progress, and reduce stress-related burnout.

To ensure compliance, SBCS maintains a training log that tracks all required training dates and renewals for every staff member. This system is reviewed monthly by supervisor and the Program Director to confirm completion of required trainings and to develop individualized training plans when additional development is needed. AAP-CA3 supplements this by conducting twice-annual monitoring visits that mimic HFA accreditation reviews, providing feedback anchored in best practice standards. These reviews, combined with SBCS' internal Quality Assurance plan, ensure that accreditation requirements are met and services remain in full fidelity to the model.

2.2.8. *Offeror's approach to complete the required data collection and reporting documents listed in SOW Section 8.*

SBCS will comply fully with the data collection and reporting requirements outlined in SOW Section 8. Home visitors enter all required data into the County's system typically within five business days, and monthly quality assurance reviews are conducted to ensure accuracy and timeliness. SDSU, as SBCS's subcontracted evaluator, assists with data cleaning reports and supports quality assurance processes. SBCS also works directly with AAP-CA3, the Countywide Coordinator, to monitor HFA data benchmarks on an ongoing basis. These benchmarks are reviewed at different intervals—monthly, quarterly, and annually—depending on the measure (e.g., client acceptance and retention, completed developmental screenings, depression screenings).

Monthly reports are submitted to the County and include the number of families enrolled and closed during the reporting period, as well as narrative sections summarizing accomplishments, barriers, and client success stories. For families eligible under FFPSA, SBCS documents all required federal and state data elements as outlined in Welfare and Institutions Code 16587 and subsequent guidance from CDSS. SBCS will transition to CARES, the statewide child welfare database, once implemented in October 2026, and will adopt the policies, procedures, and user management requirements provided by CFWB and CDSS. SBCS will maintain an updated list of authorized system users and notify the COR within two business days of any staffing changes. For CalWORKs families, SBCS submits Monthly Progress Reports and Home Visiting Logs to HHSA Self-Sufficiency through the COR as required, including documentation of wrap funds spent per family. Client-

level data are also shared with PHN staff to support case coordination under the shared service delivery model, and SBCS will consider formalizing these details in a Memorandum of Agreement with the Public Health Department.

To protect data integrity and confidentiality, SBCS complies with County requirements for multi-factor authentication (MFA). All system users—including staff, subcontractors, consultants, interns, and volunteers—complete MFA verification prior to accessing the County’s data system. SBCS provides authenticator tokens or compatible applications, with the IT department responsible for purchasing and maintaining the required technology. To ensure oversight, SBCS’ Contracts and Data Management (CDM) Associate plays an active role in data entry monitoring, reporting, and coordination with evaluators, further strengthening the program’s data quality and compliance practices.

- 2.3. **Implementation plan** - with start dates and completion dates for all actions leading up to a fully functioning program. The chart should show actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies, (actions which must be completed before subsequent actions must be initiated or completed), and milestones (significant actions and dates in the implementation). Describe how quickly program will start up and begin providing services.

SBCS maintains a fully operational program and has continuously provided targeted home visiting services in the South Region since 2013. If awarded, services will continue without interruption, with existing staff, supervision, data systems, and partnerships already in place. The sample implementation plan below reflects the steps necessary to update contracts, orient any newly hired staff, and align program operations with current County requirements; however, program delivery to families will not be paused or delayed during this process. A final implementation plan may be provided upon notification of award.

Actions	Responsible Party	Verification of Completion	Completion Date
Update and renew subcontract with San Diego State University Research Foundation (SDSU) for evaluation services	Department Director; Contracts & Data Management (CDM)	Signed subcontract	Within 30 days of contract award
Recruit and hire any vacant positions (Home Visitors, Program Specialist, Supervisor)	HR; Program Director; Department Director	Offer letters and hire paperwork	Within 60 days of contract award
Complete background checks and onboarding for new staff	HR	Clearance documentation	Prior to start date
Train new staff in Healthy Families America (HFA) Foundations and FROG assessment	AAP-CA3; Program Director, HFA	Certificates of completion	Prior to carrying caseload, within 3 months of hire
Train new staff in supplemental curricula (Mothers & Babies, Connected Parents Connected Kids, CHEERS, FROG, ASQ); all staff complete 40-hour DV certification	Program Director; Clinical Supervisor	Training records	Within 90 days of hire
Implement reflective and clinical supervision structures	Program Director; Clinical Supervisor	Supervision logs	Ongoing beginning Month 2

Work on HFA re-accreditation process	Program Director, Program Specialist, SDSU, in collaboration with AAP-CA3	HFA Self-Study with required spreadsheets, documentation and case files	By December 2026 (technically our HFA site visit would be between April-May 2026 but completion of the re-accreditation tentative June-July 2026).
Finalize program policies, procedures, and forms in alignment with AAP-CA3 guidance and FFPSA/PHN coordination requirements	Program Director; Supervisors, in collaboration with AAP-CA3, CFWB and PHN. CDM	Approved policies and procedures	Within 45 days of contract award
Secure system access (CMEDS; prepare for CARES transition in 2026)	Program Specialist; CDM Associate	User accounts activated	Within 10 days of hire
Confirm referral process with Child and Family Well-Being (CFWB) Department	Program Director; Program Specialist	Referral workflow documented	Within 30 days of contract award
Establish PHN consultation protocols, including family consent (ROI) and shared scheduling mechanisms	Department Director, Program Director; Program Specialist, in collaboration with AAP-CA3, CFWB and PHN	Written coordination plan	Within 60 days of contract award
Begin service delivery (assign families, initiate home visits, launch monthly parent groups)	Home Visitors; Supervisors	Service records in CMEDS	Ongoing
Convene Community Advisory Board including parents, CFWB, PHN, San Ysidro Health, and other partners	Program Director	Meeting agenda and minutes	Within 90 days of contract award and quarterly thereafter
Participate in fidelity monitoring and technical assistance with AAP-CA3 (biweekly director meetings, monthly workgroups, semi-annual reviews)	Program Director; Supervisors	Meeting notes; fidelity reports	Ongoing
Implement continuous quality improvement using SDSU data reports, parent satisfaction surveys, client experience calls, and Advisory Board feedback	Program Director; Supervisors; SDSU	CQI reports	Ongoing beginning Month 6

2.4. Offeror's plan to collaborate with PHN staff to ensure effective case management and develop visiting schedules.

SBCS collaborates closely with Public Health Nurses (PHNs) to support effective case management and coordinated scheduling of home visits. In alignment with the program model described in this RFP, SBCS home visitors will conduct

ongoing visits with families, while PHNs will join as needed to provide consultation or medical follow-up when concerns are identified.

At intake, families sign a release of information authorizing communication between SBCS and PHNs, which allows staff to coordinate services safely and efficiently. With consent in place, home visitors or the Program Specialist will initiate communication with PHNs for assessment or when medical input is warranted. SBCS and PHNs will explore secure mechanisms for sharing schedules and case information, such as a shared calendar or SharePoint site, and will work with County partners to identify the most efficient electronic referral or communication system.

PHNs are also included on the Community Advisory Board, where they provide input on program operations and quality improvement. Staff from both programs participate in cross-training to strengthen understanding of each role and to enhance coordination during outreach and service delivery. Scheduling of visits is done in consultation with families to accommodate their availability, with PHN input integrated when a medical or clinical follow-up is required. Through these practices, SBCS and PHNs will ensure families receive integrated services, timely consultation, and coordinated case management without duplication of effort.

2.5. How the program will meet the needs of underserved and unserved populations. Include how Offeror engage and supports the communities served by the program.

SBCS has remained, for more than fifty years, committed to serving underserved and unserved populations in the South Region. Past outreach has occurred through hospitals, schools, faith-based organizations, military venues, and community partners trusted by families who may be hesitant to access formal systems. Families are engaged in their preferred language, and services are provided in a voluntary and family-centered manner. Monthly parent groups and advisory board include families from diverse backgrounds, ensuring their experiences guide program improvement. SBCS reduces barriers by offering flexible scheduling, meeting families in accessible locations when meeting in-home is not possible or not preferred, and using wrap and flexible funds to address urgent needs such as emergency food or supplies.

2.5.1. The program is designed to meet the needs of specialized underserved groups. Families with disabilities, including cognitive impairments, are supported through accessible program materials, individualized service plans, and connections to disability-specific resources. Families with limited English proficiency are served by bilingual staff, interpreter services, and translated program materials. Justice-involved families are connected to reentry services, case management, and behavioral health supports, with home visitors trained in working with parents navigating the justice system.

2.5.2. SBCS has capacity to serve additional specialized populations, including primarily Spanish-speaking families, LGBTQ+ families, victims and witnesses of domestic violence, parents with complex histories such as convictions or offender status, and more. Services are delivered without discrimination, and staff are trained in cultural responsiveness, inclusive practices, and safety planning. Families are provided equitable access to home visiting and are connected to tailored community resources as appropriate.

2.6. Measures your organization has taken toward energy efficiency and sustainability in your operations.'

SBCS is committed to energy efficiency and sustainability across its operations, and this commitment is reflected in the design and construction of our new headquarters building, scheduled to open in fall 2025. The new facility was built with the latest energy-efficient systems and sustainability practices, providing a long-term investment in reducing our environmental footprint. Features include advanced insulation and lighting systems, programmable thermostats, water-saving fixtures, and on-site electric vehicle charging stations. The building was designed to maximize natural light and ventilation, reducing energy consumption while creating a healthier workspace. SBCS also continues to use recycling, waste reduction, and electronic document systems to minimize resource use across all programs.

2.6.1. The new building demonstrates sustainability through the use of energy-efficient equipment, materials, and construction methods. Offices are designed to optimize space use, minimizing the environmental impact of operations. The addition of electric vehicle charging stations and bike storage encourages sustainable commuting by staff and visitors.

2.6.2. Travel sustainability metrics will be tracked by monitoring mileage, fuel consumption, and scheduling efficiency. Staff are encouraged to cluster visits geographically to reduce unnecessary travel. Reports will summarize these metrics to document efficiency gains over time.

2.6.3. Accessibility is prioritized in all SBCS facilities, including the new building, which has been designed to exceed ADA standards. Community spaces, meeting rooms, and offices are fully accessible, and home visiting services are offered in family homes or local community spaces to ensure that all families can participate.

2.6.4. Inclusivity and safety during travel and at destinations are ensured through staff training, safety protocols, and supervisor check-in procedures. Families are served in safe, accessible locations, and staff follow clear guidelines for travel, de-escalation, and cultural sensitivity. The new facility has been designed with community access and safety in mind, ensuring that families and staff have a welcoming and secure environment for services.

2.7. Offeror's plan to provide culturally competent services, support the parent in parent-child interaction and child development, and link all families to medical providers and additional services that the family may need.

SBCS delivers services that are culturally competent, family-centered, and aligned with the Healthy Families America model. Our agency and programmatic workforce reflect the racial, cultural, and linguistic diversity of the South Region, with more than half of home visitors being bilingual and bicultural, most commonly in English and Spanish. Families receive services in their preferred language, with interpretation available when needed, and materials are translated into the most common languages spoken in the community. Staff are trained in cultural responsiveness and reflective practice, and all SBCS staff are trained as domestic violence counselors through the 40-hour certification, provided by SBCS' clinicians. Ongoing reflective and clinical supervision is provided by internal Clinical Supervisors, who also offer case consultation to reinforce culturally competent practice. Family feedback is gathered through surveys, parent groups, and advisory boards to ensure services remain aligned with community needs.

Parent-child interaction, child development, and linkage to identified resources are central to the home visiting model. Home visitors are trained to model positive parent-child engagement during visits, provide parents with developmentally appropriate activities, and conduct screenings to monitor children's growth and developmental progress. The Ages and Stages Questionnaires (ASQ) are used to track developmental milestones, while the CHEERS Check-In tool supports observation of parent-child interactions. Families are educated on developmental milestones and supported in creating safe and stimulating environments that foster healthy attachment and learning. When delays or concerns are identified, families are connected to early intervention services without delay. Monthly parent groups reinforce these lessons and create opportunities for peer support and shared learning.

SBCS links all families to medical providers and additional services as needed. At intake and at intervals throughout service delivery, families are asked about their current medical and dental providers, and those without one are connected to local pediatric, obstetric, and oral health providers. SBCS has longstanding partnerships with regional healthcare providers including Scripps Health, Family Health Centers of San Diego, Rady Children's Hospital, and San Ysidro Health. San Ysidro Health participates on the program's Advisory Board, and SBCS staff provide in-service trainings to partner providers to strengthen referral pathways. SBCS also holds the Healthy Development Services (HDS) contract, allowing families to be connected internally through warm handoffs to developmental specialists and early intervention resources.

Home visitors coordinate with Public Health Nurses, WIC, and Medi-Cal to ensure access to preventive and ongoing health care. Families are screened for both protective and risk factors using the HFA-approved Family Resilience and Opportunities for Growth (FROG) assessment, which evaluates 14 domains aligned with the five protective factors, including housing, food, trauma history, concrete supports, and income stability. Service plans integrate referrals to SBCS programs and community partners in these areas, with families connected to behavioral health, substance use treatment, or domestic violence services as appropriate. SBCS' no-wrong-door approach ensures that regardless of point of entry, families are linked to the full continuum of services necessary to support their well-being and their child's healthy development.

- 2.8. **Linguistic and Cultural Diversity Plan.** Submit a plan in accordance with HHSA Linguistic and Cultural Diversity Plan Template provided as a separate attachment on BuyNet.

Please see Appendix D: HHSA Linguistic and Cultural Diversity Plan

2.9. **Resume of Subcontractors and Key Partners**

SBCS proposes to continue one funded subcontract under this agreement, with San Diego State University Research Foundation (SDSU), located at 5500 Campanile Drive, San Diego, CA 92182. SDSU has served as SBCS' research and evaluation subcontractor for First Steps since its inception in 2013 and for Healthy Development Services (HDS) since 2006. With nearly two decades of partnership, SDSU brings deep expertise in evaluating early childhood and family strengthening programs, including a detailed understanding of the HFA model, fidelity monitoring, accreditation requirements, and the data systems used to manage and analyze program outcomes.

SDSU faculty and research staff are experienced in assessing outcomes related to child development, family well-being, and prevention of child maltreatment. They have provided independent evaluation services for multiple County-funded initiatives, including federally funded projects, and have extensive experience with both quantitative and qualitative methods. In this project, SDSU will continue to be responsible for data analysis, outcome reporting, and technical assistance to ensure that evaluation measures align with countywide requirements and that results are used to guide program improvement.

SBCS monitors subcontractors through a structured process that includes quarterly performance reviews, an annual desk review of the subcontract agreement conducted by Contracts and Data Management (CDM), and ongoing communication with program leadership to ensure deliverables are met. The Department Director reviews and approves all invoices submitted by SDSU. In addition, the Fiscal Department conducts twice-annual desk reviews, selecting two months each year and requesting full backup documentation from SDSU to verify invoice accuracy and compliance. Exclusion and Debarment checks are conducted prior to execution of the subcontract and annually thereafter, or as required by contract. Monitoring activities and any corrective actions are documented, and if non-compliance is identified, SBCS issues a corrective action plan with defined timelines and follow-up to confirm resolution. If SDSU were no longer able to provide evaluation services, SBCS would secure an alternative academic or independent evaluator with comparable expertise in early childhood and home visiting to ensure continuity.

Beyond the formal subcontract with SDSU, SBCS operates within a collaborative system of partners that are essential to service delivery. The Child and Family Well-Being Department (CFWB) manages referrals, oversees FFPSA eligibility processes, and ensures alignment with the County's prevention framework. Public Health Nurses (PHN) partner with SBCS through mutual referrals, joint service planning, and participation on the Community Advisory Board. The American Academy of Pediatrics, California Chapter 3 (AAP-CA3) serves as the Countywide Coordinator for HFA, providing fidelity monitoring, technical assistance, and quality improvement support. In addition, SBCS works closely with SAY San Diego, Home Start, and Palomar Health as part of the San Diego County HFA Multi-Site Network. This collaboration—affirmed in a joint letter of support from these agencies—ensures alignment across regions, shared training and best practices, coordinated referral pathways, and collective accountability for maintaining fidelity to HFA standards. While these entities are not subcontractors under this agreement, their contributions are central to achieving program outcomes and ensuring consistent, high-quality services for families countywide.

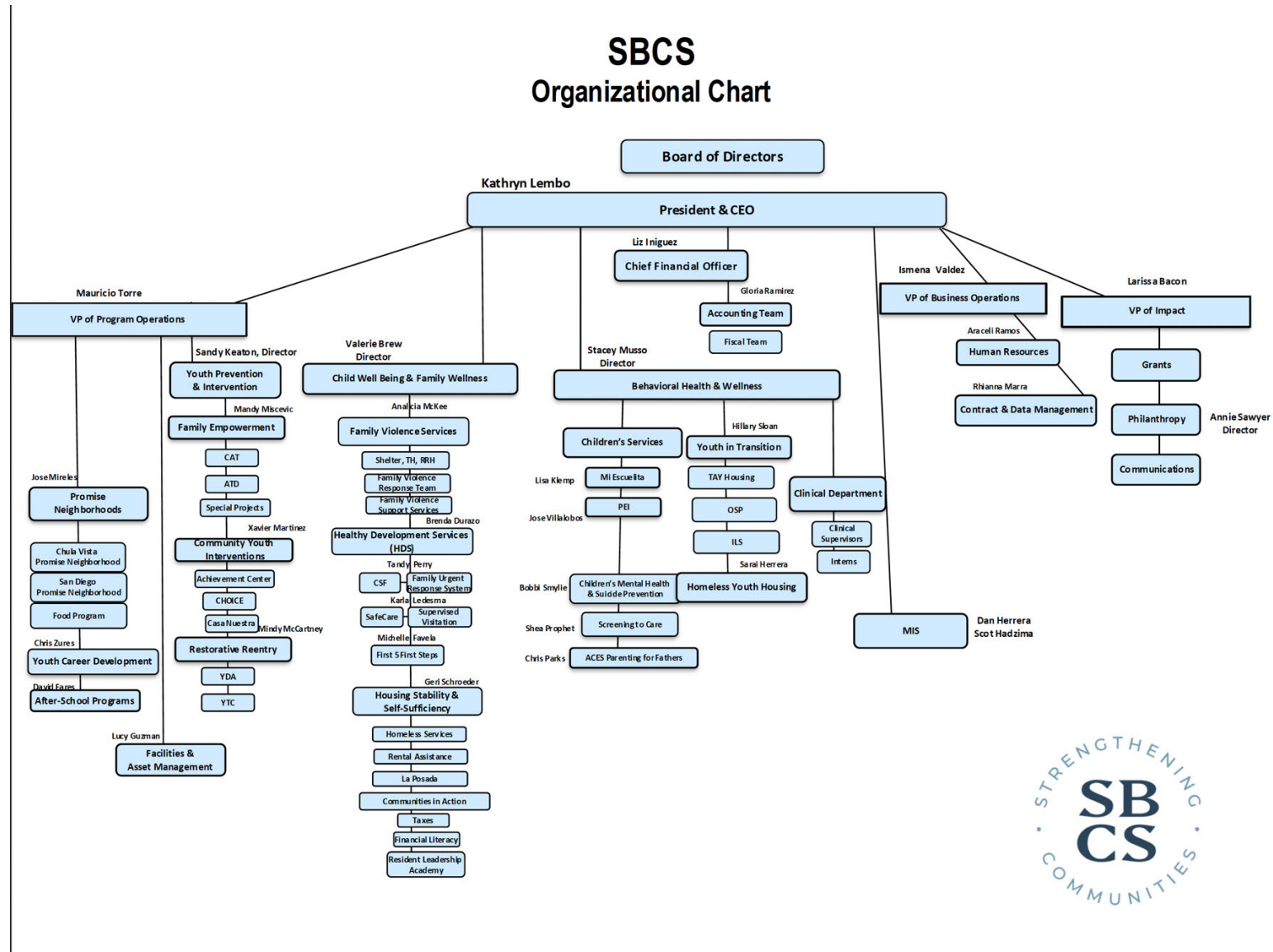
RFP12658 Family Home Visiting Support Services

Appendices

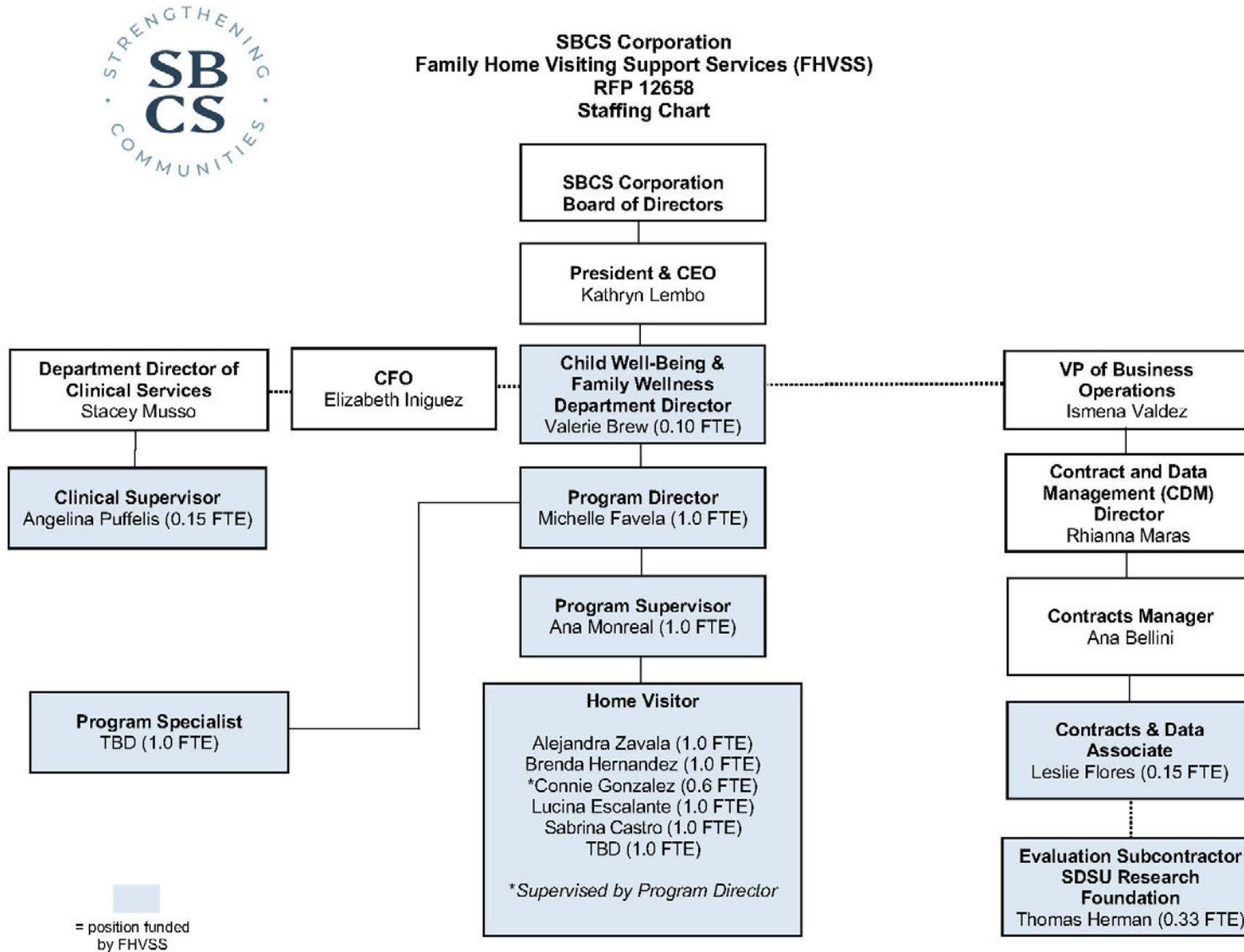
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Appendix A: SBCS Organizational Chart



Appendix B: First 5 First Steps Program Staff Chart



Appendix C: Job Descriptions

SBCS - FAMILY HOME VISITING SUPPORT SERVICES

Job Description Summary

<u>Job Title</u>	<u>Description</u> <i>(Requirements, Authorities, Responsibilities, Supervisor, FTE)</i>
Department Director	Requires Master's degree in social work, psychology, public administration, or related field; 5+ years nonprofit/public agency leadership and contract compliance experience. Provides overall leadership and direction; responsible for fiscal oversight, strategic planning, subcontract monitoring, and contract compliance. Reviews and approves subcontractor invoices and fiscal reports. Represents SBCS in external partnerships. Reports to CEO. Position is 0.10 FTE under this program.
Program Director, First 5 First Steps	Requires Bachelor's in social work, child development, psychology, or related field; HFA training; 5+ years leadership in home visiting/early childhood. Oversees all daily operations of First Steps; ensures fidelity to HFA model; supervises Program Supervisor and Program Specialist; manages staffing, budget, accreditation, and quality improvement. Provides leadership with AAP-CA3, CFWB, and PHN partnerships. Reports to Department Director. Full-time.
Program Supervisor, First 5 First Steps	Requires Bachelor's or Master's in child development, social work, or related field; HFA Supervisor training; 3+ years home visiting/early childhood experience. Provides weekly individual supervision to Home Visitors; conducts shadow visits, client experience calls, and fidelity checks. Ensures accurate and timely data entry and program compliance. Participates in AAP-CA3 supervisor workgroups. Reports to Program Director. Full-time.
Program Specialist, First 5 First Steps	Requires High School Diploma or GED equivalent; experience in administrative work with a program within early childhood or family services fields. Supports program operations including scheduling, coordination with PHN, recordkeeping, and data entry. Tracks training compliance, supports Advisory Board and parent groups, and assists with client outreach. Reports to Program Director. Full-time.

Home Visitor, First 5 First Steps	Requires High School diploma or GED equivalent, preferred Bachelor's in child development, social work, psychology, or related field. Must complete HFA Core Training prior to carrying caseload. Provides direct in-home services using HFA model, including conducting FROG, ASQ, PHQ-9, CHEERS and other assessments. Develops Family Service Plans, models parent-child interaction, delivers parenting education, and links families to community resources. Reports to Program Supervisor.
Contracts and Data Associate	Requires Bachelor's in business, public administration, or related field; 2+ years experience with contracts, reporting, or data systems. Provides reporting and compliance support; manages data accuracy, accreditation documentation, prepares reports, and coordinates with evaluator (SDSU). Assists with quality assurance and contract monitoring. Reports to Contracts Manager. Position is 0.15FTE under this program.
Clinical Supervisor	Requires Master's in counseling, psychology, social work, or related field; licensed; supervisory experience. Provides reflective and clinical supervision to Home Visitors, Program Supervisor, and Program Director as required by HFA. Conducts case consultations on complex needs (mental health, substance use, DV) and staff trainings in trauma-informed and culturally responsive care. Reports to Department Director of Clinical Services. Position is 0.15 FTE under this program.

Appendix D: HHSA Cultural and Linguistic Diversity Plan



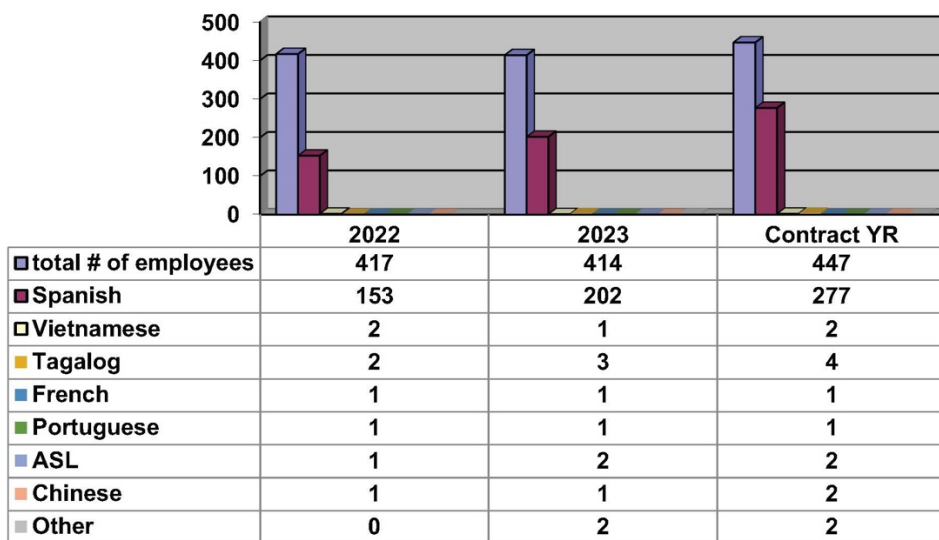
SBCS Corporation CONTRACTOR SUBMITTED LINGUISTIC AND CULTURAL DIVERSITY PLAN

RFP 12658 Family Home Visiting Support Services (FHVSS)

September 25, 2025

(i) Linguistic and Cultural Diversity

**Linguistic Diversity Efforts
Last 3 years & Year 1 Contract Estimate**



Past Workforce Cultural Diversity Strategies

1. SBCS' Human Resources will review and revise our recruiting strategies to promote and hire a diverse group of job candidates whose backgrounds align with our client's demographics and experiences at all employee levels, with a particular emphasis on diversity at the management level. Strategies will include:
 - a. On our recruiting platform, include content that represents the diversity of our workforce.
 - a. Revise job descriptions to include information on the agency, our programs, and clients; Remove pronouns to avoid gender preferences; Include Spanish/English bilingual requirements only when it is contractually required or necessary by the



program and approved by HR Director; Remove “Strong English-Language Skills” that may deter qualified non-native English speakers from applying.

- b. Leverage a variety of job boards to attract qualified candidates.

Planned Workforce Cultural Diversity Strategies

Expanding Human Resource Efforts

- In partnership with SBCS Program staff, Human Resources, Clinical Supervisors, and Contracts and Data Management, review and update agency and program specific documents and forms to assess sensitivity to the various cultures receiving our services.
- SBCS' Human Resources is committed to reviewing and enhancing our recruiting and onboarding strategies to hire a diverse group of candidates whose backgrounds reflect the diversity of our clients, while ensuring equitable opportunities for upward mobility for all employees. This includes:
 - Evaluating the candidate selection process to ensure human resources fosters an equitable decision-making process for all applicants.
 - Reviewing job descriptions to remove physical requirements or language that may discourage individuals with disabilities from applying.
 - Human Resources will provide support to hiring supervisors by providing access to training on how to conduct interviews, utilize 'Candidate Masking' when evaluating candidates' resumes to promote fairness.
- SBCS' Human Resources, in collaboration with the Employee Engagement Committee, is committed to fostering an inclusive workplace by creating events and initiatives that reflect the diverse backgrounds of our employees and align with our clients' communities. This includes:
 - Gathering feedback through anonymous employee surveys to identify events and holidays that resonate with our diverse workforce, ensuring inclusivity in the celebrations and acknowledgments we prioritize.
 - Hosting inclusive initiatives like coffee connections for working parents, providing a platform for staff to share challenges, barriers, and resources, and establishing community discussion groups to foster open dialogue.
 - Creating an equitable and welcoming environment that supports the retention of our diverse staff by ensuring all employees feel valued, included, and empowered to thrive.
- SBCS' Human Resources continues to evaluate turnover data, including exit interviews to evaluate reasons staff are leaving and identify common trends. Review common performance issues supervisors may have with employees and identify root causes. This has led to identifying topics for leadership training, employee training or setting up additional support systems for employees upon hire.

Fostering Diversity and Inclusion Agency-Wide

- SBCS' Clinical Department Conducts agency-wide training to ensure all employees understand and actively participate in fostering diverse and inclusive services matching our clients' needs.



SBCS' leadership team is committed to fostering an inclusive and diverse service delivery model by holding regular discussions to assess and enhance the accessibility and cultural responsiveness of our services to meet the diverse needs of our clients. These efforts include:

- Identify gaps in service delivery.
- Discussions focus on designing services that are equitable and accessible, incorporating culturally sensitive practices and accommodations for individuals with disabilities to ensure all clients feel valued and supported.
- Based on assessment findings, the leadership team identifies and implements necessary modifications, such as tailoring communication methods, offering multilingual resources, or adapting service delivery formats to better align with client needs.

(ii) SUBCONTRACTOR, CONSULTANT, AND SUPPLIER UTILIZATION

Outreach Program/Plan for Using Subcontractor and Supplier Firms

(iii) PROJECT SUBCONTRACTING, CONSULTANT, AND SUPPLIER PLAN

EXHIBIT A-1 END OF CONTRACTOR'S TECHNICAL RESPONSE

COUNTY CONTRACT NUMBER 575191
AGREEMENT WITH SBCS CORPORATION
FOR FAMILY HOME VISITING SUPPORT SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. **Professional Liability (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- E. **Cyber/Information Security Liability** \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
- F. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000. Coverage to include 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.
- G. **Fidelity** \$200,000 coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

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

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense

COUNTY CONTRACT NUMBER 575191
AGREEMENT WITH SBCS CORPORATION
FOR FAMILY HOME VISITING SUPPORT SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

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

3. Other Insurance Provisions

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

A. Additional Insured Endorsement

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

B. Primary Insurance Endorsement

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

C. Notice of Cancellation

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

General Provisions

4. Qualifying Insurers

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

5. Umbrella or Excess Policy

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

6. Evidence of Insurance

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

**COUNTY CONTRACT NUMBER 575191
AGREEMENT WITH SBCS CORPORATION
FOR FAMILY HOME VISITING SUPPORT SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS**

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

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

11. Claims Made Coverage

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

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

12. Subcontractors' Insurance

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

13. Waiver of Subrogation

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

COUNTY CONTRACT NUMBER 575191
AGREEMENT WITH SBCS CORPORATION
FOR FAMILY HOME VISITING SUPPORT SERVICES
EXHIBIT C – PAYMENT SCHEDULE

Term	Annual Contract Maximum (Not to Exceed)
Initial Term: March 1, 2026 – June 30, 2027	\$1,446,278
County Option Year 1: July 1, 2027 – June 30, 2028	\$1,002,688
County Option Year 2: July 1, 2028 – June 30, 2029	\$1,002,688
County Option Year 3: July 1, 2029 – June 30, 2030	\$1,002,688
County Option Year 4: July 1, 2030 – June 30, 2031	\$1,002,688
Total Contract Maximum	\$5,457,030

*Detailed line item budget is subject to County COR approval. In accordance with Section 5.2.2 County COR may make Administrative Adjustments (“AA”) to line item budget changes only, all other changes to Exhibit C are subject to Section 6.1 Contracting Officer. No budget change may exceed the annual contract maximum.