FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT # 543149 AMENDMENT # 23

American Academy of Pediatrics, California Chapter 3 (AAP-CA3) ("Consultant") and the First 5 Commission of San Diego ("Commission") enter into this amendment ("Amendment") to amend the above-referenced contract ("Contract") as described herein.

Title of Contract, Project, or Program: **Countywide Coordinator - Targeted Home Visiting Initiative Services:**

First 5 First Steps

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

1. **Description of Contract Changes and/or Work to be DONE:**

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

   - **Recital Page: Add Commission actions on 10/20/2026 (Item 2) as Recital Q. Subsequent paragraphs are renumbered;**
   - **Removed references to "Mothers and Babies" curriculum through contract;**
   - **Added Addendum 3 – Centralized Intake Statement of Work**
   - **Updated Attachment 1 – Organizational Chart**
   - **Updated Attachment 2 – Implementation Plan**
   - **Signature Page: Revise Compensation; and**
   - **Revise Exhibit C – Payment Schedule.**

2. **Compensation:**

   The Total Agreement Price is ***$19,905,735***.

AAP-CA3 F5FS 543149	Contract Terms	Current Contract Amount	Amendment Amount	Total
Initial Term	07/01/12 – 06/30/25	$16,182,731		$16,182,731
First Option Period	07/01/25 – 06/30/26	*$450,000	*$207,811	*$657,811
Second Option Period	07/01/26 – 06/30/27	*$***657,811***	****$127,949***	****$785,760***
Third Option Period	07/01/27 – 06/30/28	*$***657,811***	****$102,000***	****$759,811***
ourth Option Period	07/01/28 – 06/30/29	*$***657,811***	****$102,000***	****$759,811***
Fifth Option Period	07/01/29 – 06/30/30	*$***657,811***	****$102,000***	****$759,811***
Cumulative Contract Amount		**$19,263,975**	**$641,760**	***$19,905,735***

***** Includes the CalWORKs HV Funds allocated to each F5FS contract.

3. **Term of Agreement:**

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

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

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

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

CONTRACTOR:

By: Meredith Kennedy (Oct 23, 2026 13:52:00 PDT)

Name: Meredith Kennedy

Title: Executive Director

Dept. AAP-CA3

Date: Oct 23, 2026

COUNTY OF SAN DIEGO:

APPROVED:

ALETHEA ARGUILEZ, Executive Director

First 5 San Diego

By:

Name: Alethea Arguilez

Title: Executive Director

Email: Alethea.Arguilez@sdcounty.ca.gov

Date: Oct 23, 2026

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

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAFDAoDUG5vchNnIsFv8cmIRJoyEm6HlmI

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 543149
AGREEMENT WITH AMERICAN ACADEMY OF PEDIATRICS, CALIFORNIA CHAPTER 3 FOR COUNTYWIDE COORDINATOR, TARGETED HOME VISITING INITIATIVE SERVICES: FIRST 5 FIRST STEPS

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the First 5 Commission of San Diego, a public agency, which was established by the Board of Supervisors in County Administrative Code Section 84.100 et seq., pursuant to the Children and Families First Act of 1998 ("Commission"), and the American Academy of Pediatrics, California Chapter 3 (AAP-CA3), a California nonprofit public benefit corporation, located at P.O. Box 22212, San Diego, CA 92192 ("Contractor"), with reference to the following facts:

RECITALS

A. The Commission by action on September 10, 2012 (Item 1) authorized its Executive Director to award a Contract for Countywide Coordination of the Targeted Home Visiting Initiative services to promote positive parenting, enhance child health and development and prevent child abuse and neglect, and approved funding for FY 2012-13, FY 2013-14 and FY 2014-15 (pending budget approval for those fiscal years.)

B. The Commission, by action on April 8, 2013 (Item 1), approved the FY 2013-14 Commission budget which authorized continued funding for these services for FY 2013-14.

C. The Commission, by action on April 21, 2014 (Item 3), approved the FY 2014-15 Commission budget which authorized continued funding for these services for FY 2014-15.

D. The Commission, by action on April 13, 2015 (Item 2), authorized additional funding of $2,400,000 for FY 2015-16 through FYs 2017-18 ($800,000 for each fiscal year pending budget approval for the future fiscal years), three additional option years, and project length (multi-year) budgeting and contracting through FY 2017-18.

E. The Commission by action on April 24, 2017 (Item 3), authorized the Executive Director to 1) act on previously approved option year of FY 2017-18; 2) add a project-length funding $800,000 for FY 2017-18; and 3) allocate additional funding of $800,000 per year for FYs 2018-19 and 2019-20 (pending budget approval for those fiscal years).

F. The Commission by action on April 22, 2020 (Item 4), authorized the Executive Director to extend the agreement for two (2) additional option years (FY 20-21 through FY 21-22) and approve additional funding of up to $1,234,579 per year for FYs 20-21 through 21-22 from each fiscal year's project length budget (pending budget approval for each fiscal year).

G. The Commission by action on November 2, 2020 (Item 1-1), authorized the Executive Director to increase project-length funding of up to $26,591 for Cal-Learn and up to $100,000 for Home Visiting Coordination, both to be allocated for FY 20-21. An additional $100,000 for Home Visiting Coordination funds, to be allocated for FY 21-22, was also authorized.

H. The Commission by action on April 20, 2021 (Item 3), authorized the Executive Director to extend the agreement for three (3) additional option years (FY 22-23, 23-24 and 24-25) and approve project-length budget of up to $1,326,569 for FY 21-22. Additional funding for FYs 22-23, 23-24, and 24-25 is pending budget approval for each fiscal year.

I. The Commission by action on April 20, 2022 (Item 4), authorized the Executive Director to approve funding of up to $1,325,069 for FY 22-23. Additional funding for FYs 23-24, and 24-25 is pending budget approval for each fiscal year.

J. The Commission by action on February 9, 2023 (Item 3), authorized the Executive Director to approve the acceptance of up to $950,000 as grant revenue from F5CA for the First 5 CA Regional Technical Assistance for Home Visiting Coordination and Integration Grant.

K. The Commission by action on April 13, 2023 (Item 3-1), authorized the Executive Director to approve funding for FY 23-24. Additional funding for FY 24-25 will be determined pending budget approval for that fiscal year.

L. The Commission by action on June 26, 2023 (Item 2), authorized the Executive Director to approve additional funding of up to $469,374, split between $237,074 for FY 23-24 and $232,300 for FY 24-25, in support of the continuation of the Home Visiting Coordination efforts.

M. The Commission by action on November 9, 2023 (Item 1), authorized the Executive Director to approve additional funding of up to $12,173 for FY 23-24 in support of the continuation of the Home Visiting Coordination efforts.

N. The Commission by action on April 18, 2024 (Action 3), approved the FY24-25 Operating Budget of up $1,115,652 additional funding in support of the continuation of the Home Visiting Coordination efforts.

O. The Commission by action on April 16, 2025 (Item 4), authorized the Executive Director to extend the contract with five (5) additional option years (FY 25-26, FY 26-27, FY 27-28, FY 28-29, and FY 29-30) and approve additional funding of up to $2,250,000 ($450,000 for each FY).

P. The Commission by action on April 16, 2026 (Item 4), authorized the Executive Director to approve additional funding of up to $207,811 from CalWORKs for FY 25-26 in support of the continuation of the Home Visiting Coordination efforts.

Q. ***The Commission by action on October 20, 2026 (Item 2), authorized the Executive Director to approve additional funding of up to $102,000 from CalWORKs for FY 26-27 in support of the continuation of the Home Visiting Coordination efforts. In addition, the commission authorized the Executive Director to approve an additional funding of up to $25,949 from the Child and Family Well-Being department for Centralized Intake work.***

R. Contractor is specially trained and possesses certain skills, experience, education and competency to perform the work described herein.

S. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document, Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

1.1 Standard of Performance. Contractor shall, in a good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by Commission, necessary or proper to perform and complete the work and provide the services required of Contractor by this Contract.

1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and Commission recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique; accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without Commission's written consent. Commission reserves the right to terminate this Agreement pursuant to section 7.1, "Termination for Default," if Contractor's Representative should leave Contractor's employ, or if, in Commission's judgment, the work hereunder is not being performed by Contractor's Representative.

1.3 Contractor as Independent Contractor. Contractor is, for all purposes under this Contract, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of Commission. Contractor shall perform its obligations under this Contract according to Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by Commission except as to the results of the work. Commission hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which Commission employees are entitled including, without limitation, overtime, retirement, workers' compensation and injury leave.

1.4 Contractor's Agents, Employees and Subcontractors. Contractor's duties under this Contract shall be performed on behalf of Contractor by Abby Belleza-Teply, Sara Blake, Allyson Cruz, Miriah de Matos, Julie Herbst, Pradeep Gidwani, M.D., Megan Gietzen, Meredith Kennedy, Luis Lechuga, Kirstie Pfeifer, Janelle Cubillo, and Shelby Smith ("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 Commission's prior written consent.

Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform the services under this Contract, and all such services shall be performed by Contractor's Key Personnel, or under Contractor's Key Personnel's supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and Commission shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against Contractor; or to defend Contractor against any such claim.

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

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

1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to Commission. Contractor shall include in its Related Subcontracts and require Related Subcontractor's compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.

1.4.3 Contractor shall provide Contracting Officer Representative ("COR") with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.

1.4.4 Commission Approval: Any Related Subcontract that is in excess of fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less, or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.

1.5 Offshore Prohibition. Except where Contractor obtains the Commission's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any Commission approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to Commission, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

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

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

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Contract, and by this reference incorporated herein, except for any work therein designated to be performed by Commission.

2.1.1 Evaluation Studies. Contractor shall participate as requested by the Commission in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.

2.2 Right to Acquire Equipment and Services. Nothing in this Contract shall prohibit the Commission from acquiring the same type or equivalent type of equipment and/or service from other sources, when deemed by the Commission to be in its best interest.

2.3 Responsibility for Equipment. Commission shall not be responsible nor be held liable for any damage to person or property resulting from the use, misuse or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented or loaned to Contractor by Commission. The acceptance or use of any such equipment by Contractor or any of Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and save harmless Commission from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment, whether such damage be to the employee or property of Contractor, other consultants, Commission, or other persons. Equipment includes, but is not limited to material, tools and machinery.

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

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

ARTICLE 3
DISENTANGLEMENT

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

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

3.2 Disentanglement Process

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

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

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

3.3 Specific Obligations

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

3.3.1 No Interruption or Adverse Impact.

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

3.3.2 Client Authorizations.

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

3.3.3 Leases, Licenses, and Third-Party Agreements.

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

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

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

3.3.4 Delivery of Documentation.

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

3.3.5 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

Commission will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall

employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement. Invoices are subject to the requirements below.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, 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").

4.2 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 month.

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

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for 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.

4.3.2.2 Contractor invoices shall include the following language:

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

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

4.3.4 Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.

4.3.5 Final Fiscal Year-End Settlements. Contractor shall submit the final invoice for Services performed during each 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.

4.4 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 4.6.3.1 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.

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
CONTRACT ADMINISTRATION

5.1 The Commission's Executive Director or designated Commission official is the contracting officer for this Agreement ("Contracting Officer").

5.2 Commission's Agreement Administrator. The Commission has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"). The COR will coordinate the Commission's administration of this Agreement.

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.

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

ARTICLE 6
CHANGES

6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor.

6.1.2 Change Order. The Commission may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment 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 14 "Disputes." However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

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

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

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

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

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

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

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

7.2 RESERVED.

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

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

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

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

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

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

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

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

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

7.5.3.2 Improperly submitted claims, or

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

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

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

7.5.3.6 Any claim of professional negligence, or

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

7.6 Suspension of Work. The Contracting Officer may order 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. Commission reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing 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, and County laws and regulations.

8.2 Contractor's Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to Commission, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all applicable statutes, ordinances, and regulations, or other

laws, that may apply to performance of work hereunder. Commission may reasonably request and review all such applications, permits, and licenses.

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 Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the COR upon request or may be obtained from the County of San Diego Internet web-site ***(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 19.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of the use of any Commission facility or participation in any Commission-funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome, (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (HESA) and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Contract 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 Contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County of San Diego and to assure that its officers and employees comply before any appearance before the Commission. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures or the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Audit Requirement.

8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required

to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the Commission fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

8.11.2 Contractor shall immediately notify Commission upon learning that Contractor's independent Certified Public 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 provi-sion 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 Contractor shall not subcontract any work under this Agreement with related for-profit subcontractors where an interlocking directorate, management, or ownership relationship exists unless specifically authorized by the Commission; and

8.12.5 Drug and Alcohol-Free Work Environment. Commission, in recognition of its responsibility to provide a safe, healthy and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using Commission equipment pursuant to Agreement:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

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

8.13 Cartwright Act. Following receipt of final payment under the Contract, Contractor assigns to Commission all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to Commission under this Contract.

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 on any Commission facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of Commission, from any exposure to Hazardous Materials generated or utilized in its performance under this Contract. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify Commission of it. Contractor shall not be liable to Commission for Commission's failure to comply with, or for Commission's violation of, any Environmental Law. As used in this section, the term "Environmental Law" means any and all federal, State or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws; or (d) is any other material or substance for which there may be any liability, responsibility or duty on Commission or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor ***shall*** comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq and the appropriate EPA Regional Office.

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

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

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

8.16.1.1 Are not presently debarred, suspended, proposed for debarment, 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, or receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 Have not within a 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 Commission any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

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

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

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

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

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

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

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 Contract. The Contractor shall not employ any person having any such interest in the performance of this Contract. Contractor shall not hire Commission's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except

upon the written approval of Commission. Without such written approval, performance of services under this Agreement by associates or employees of Commission shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 et seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq, provides that consultants hired by a public agency, such as Commission, may be deemed to be a "public official" subject to the Act if the consultant advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform Commission of all Contractor's interests, if any, that are, or that Contractor believes to be incompatible with any interests of Commission

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the Commission.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by Contractor.

9.3 Prohibited Contracts. 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 the Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by Commission or public agencies for which the Board of Supervisors or Commission is the governing body;

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1 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 above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contract, or (2) participated in any way in developing the Contract or its service specifications; and

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

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

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing Commission agreement. It is further agreed, however, that Commission will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. Neither Commission nor County shall be liable for, and Contractor shall defend and indemnify Commission and County and the employees and agents of Commission (collectively "Commission Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Contract and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of Commission Parties. Contractor shall have no obligation, however, to defend or indemnify Commission Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Commission Parties.

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

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

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

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

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

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

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

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

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

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

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

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

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

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than

three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

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

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

11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to Commission upon Commission's request as often as Commission deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

11.5 Full Cost Recovery. Contractor shall reimburse Commission for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, Commission shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by Commission that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to Commission under this Contract.

ARTICLE 12
RECOVERY OF FUNDS

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

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that Commission requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of Commission except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement.

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material produced under this Agreement shall be the sole and exclusive property

of Commission. No such materials or properties produced under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of Commission. Commission shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Commission and Contractor agree 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, Commission and Contractor agree to only disclose confidential records where the holder of the privilege, whether the Commission, the Contractor or a third party, provides written permission authorizing the disclosure.

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

13.5 Custody of Records. Contractor shall deliver to Commission or its designee, at Commission's request, all documentation and data related to Contractor's work under this Agreement, including but not limited to, Commission data and client files held by Contractor, at no charge to Commission. Commission, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as Commission may deem necessary. Commission agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to Commission in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by Commission. The timely submission of these reports is a necessary and material provision of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to Commission within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:

14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"

14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:

14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;

14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;

14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;

14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;

14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and

14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.

14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

14.2.2 "Business Associate" when applicable shall mean the Contractor.

14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.

14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.

14.2.5 "Covered Entity" when applicable, shall mean the County.

14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.

14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.

14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.

14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.

14.3.5 Cooperation with County.

14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

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

14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County Contracting Officer's Representative and HHSA Privacy Officer, to include:

14.3.6.1 Initial Report

14.3.6.1.1 Contractor shall email Commission Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

14.3.6.1.2 Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.

14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report," through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.

14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" form.

14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.

14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.

14.3.8 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15
DISPUTES

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

ARTICLE 16
GENERAL PROVISIONS

16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

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 Contract. This Contract, together with all exhibits attached hereto and other agreements expressly referred to herein, constitute the entire Contract between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any

proposals from Contractor and requests for proposals from Commission, are superseded.

16.4 Remedies Not Exclusive. The rights and remedies of Commission provided in this Contract 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 this Contract are incorporated herein by reference.

16.6 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Contract and the intentions of the parties.

16.7 Governing Law. This Contract 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 Contract are inserted for convenience 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 Contract or played the greater role in preparing subsequent drafts, neither party shall be deemed to be the drafter of this Contract. In construing this Contract, no provision shall be construed in favor of one party on the ground that the provision was drafted by the other party.

16.10 No Other Inducement. The making, execution and delivery of this Contract by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein.

16.11 Notices. Notices to either party shall be in writing and either personally delivered; sent by certified mail, postage prepaid, return receipt requested, or emailed to the Commission's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or suck 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 an e-mail 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 Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term, provision, covenant or condition of this Contract 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 Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence of each provision of this Contract.

16.15 Time Period Computation. All periods of time referred to in this Contract 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 Contract, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the Commission and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the First 5 Commission of San Diego County or First 5 San Diego as the funding source for contracted programs identified in this Contract. All publicity materials shall comply with the standards provided in the commission's Public Outreach partners Program Graphics Reproductions Standards. Copies of all publicity materials related to Contracted programs identified in this Contract shall be submitted to and filed with the COR. Contractor shall advise Commission at least twenty-four (24) hours in advance of all locally generated press

releases and media events regarding contracted services identified in this Contract.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threats of violence directed toward staff or clients; loss, theft, or unlawful accessing of confidential client, patient, or facility resident Personal Information (PI). Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug 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 Commission 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 Complaints(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the Commission of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing Commission or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any Commission client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

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

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

16.21.2 Definitions

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

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

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

16.22 Coordinated Services. Contractor shall coordinate services with other Commission funded programs and initiatives, as appropriate.

16.23 Equipment Retention. Contractor shall be entitled to retain ownership of any equipment or computers identified in the approved budget at the end of the Contract Term under the condition that the equipment will continue to be used to serve children ages 0 – 5 and their families. Equipment must be in the budget and meet the definition of minor equipment – less than $5,000 for a single item.

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

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on July 1, 2012 and end on June 30, 2025 ("Initial Term").

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

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

COMPENSATION: ***Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, Commission agrees to pay Contractor a sum not to exceed nineteen million nine hundred five thousand eight hundred eleven dollars ($19,905,811)*** ("Maximum Agreement Amount"). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown below / in Exhibit C.

Initial Term	07/01/2012 – 06/30/2025	$16,182,731
First Option Period	07/01/2025 – 06/30/2026	$657,811
Second Option Period	***07/01/2026 – 06/30/2027***	***$785,760***
Third Option Period	***07/01/2027 – 06/30/2028***	***$759,811***
Fourth Option Period	***07/01/2028 – 06/30/2029***	***$759,811***
Fifth Option Period	***07/01/2029 – 06/30/2030***	***$759,811***

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

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

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

Meredith Kennedy, Executive Director AAP-CA3
American Academy of Pediatrics, California Chapter 3
P.O. Box 22212
San Diego, CA 92192
(619) 917-8749
mkennedy@aapca3.org

IN WITNESS WHEREOF, Commission 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.

FIRST 5 COMMISSION OF SAN DIEGO	**AAP CA3**
By: XXXXXXXXXXXXXXXXXXXXXX	By: XXXXXXXXXXXXXXXXXXXXXX
Alethea Arguilez, Executive Director	Meredith Kennedy, Executive Director
Date: XXXXXXXXXXXXXXXXXXXXX	Date: XXXXXXXXXXXXXXXXXXXXX

1. BACKGROUND

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

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

The Commission's Strategic Plan. The Commission's 2025 - 2030 Strategic Plan includes the Family Goal to build on each family's strengths in providing safe, nurturing, and stable environments with a strategy to "provide targeted home visitation to support family strengthening through care coordination support and centralized intake system." The Commission's Targeted Home Visiting Initiative supports this strategy by offering intense and long-term home visiting services to focused target populations using an evidence-based model and curriculum with clear outcomes.

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

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

http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and http://www.LiveWellSD.org

Live Well San Diego outcomes for this Statement of Work may be found in Sections 7 and 8 and Attachment 2.

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

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

2. PURPOSE OF THE TARGETED AT RISK HOME VISITATION INITIATIVE

The overall purpose of the Commission's home visitation strategy is to promote positive parenting, enhance child health and development and prevent child abuse and neglect so that the Commission's vision of children that are "healthy, loved and nurtured, and enter school as active learners" can be realized for all children, including those whose families face hardships and stressors that place them at increased risk for poor health and developmental outcomes.

Home visiting for families with young children is a longstanding strategy offering information, guidance, risk assessment, and parenting support interventions at home.[1] Home visiting programs deliver services and supports in the home where family life takes place, and provide opportunities to model appropriate parenting and life skills when problems arise in the home environment. By providing home based services over an extended period of time, these programs provide greater opportunity to build a supportive and continuing one-to-one relationship between the provider and family.

Home visiting programs provide regular one-on-one or team visits over a period of time and have an established process for sharing information and resources with families. In addition, they usually target families with key risk factors for poor child health and well-being outcomes including young, first-time parents, low-income households, parents with less educational attainment, and families that live in isolated geographic areas or otherwise lack access to other sources of social support. [2]

The Commission's Targeted Home Visitation Initiative is designed to provide home visiting services to families identified as having increased risks for poor child development outcomes, using evidence-based models that have been shown to be effective in achieving measurable outcomes. The Targeted Home Visiting Initiative Services is called First 5 First Steps.

[1] State Based Home Visiting: Strengthening Programs through State Leadership, Kay Johnson, National Center for Children in Poverty, February 2009.

[2] E. Stoltzfus and K. Lynch. (2009) Home Visitation for Families with Young Children. Washington, DC, Congressional Research Service

3. NEED FOR HOME VISITING SERVICES IN SAN DIEGO COUNTY

In San Diego County, approximately 40,000 children are born each year. Of these, an estimated forty-three percent is born into families where household income is below 200% of the Federal Poverty Level (FPL). Higher rates of late or no prenatal care among low-income pregnant women contribute to increased risk of prematurity, low birth and other poor birth outcomes that can impact the child's development and overall health and well-being.

A number of home visiting programs provide services to low income at-risk families in San Diego County, and the Commission has directed that its home visiting program should complement rather than duplicate existing services. The specific populations targeted by this initiative are pregnant and parenting teens, and low-income immigrant/refugee and military families.

In San Diego County an estimated 12,300 foreign-born women give birth each year. In addition, some 2,800 teens between 15 and 19 years of age give birth each year. Approximately 6,200 children are born into military families each year in the County of San Diego.

For these identified target populations, poverty along with social isolation and the lack of strong support networks and resources place them at risk for poor child health and developmental outcomes. Children who are born premature, at low birth weight and/or who experience abuse or neglect in their first few years of life are at greater risk for social emotional and developmental delays that can seriously impact their ability to succeed in school and thus later in life.

4. SERVICE AREA AND TARGET POPULATION
The target population for these services is:

4.1 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.

4.1.1 ***Pregnant and parenting teens***

4.1.2 ***Pregnant and parenting youth in foster care***

4.1.3 ***Military families (including active duty, reserve or veteran)***

4.1.4 ***Immigrant and refugee families***

4.1.5 ***Income-eligible pregnant or postpartum women/families***

4.1.6 ***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)***

4.1.7 ***CalWORKs beneficiaries***

4.1.8 ***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.***

4.1.9 ***Families identified by CFWB***

Intake, assessment and enrollment should occur prenatally or within three months of the child's birth. Enrollment in Commission-funded home visiting services shall be restricted to at-risk families who are not receiving similar services through other programs, such as the Nurse Family Partnership. Once a family is enrolled, home visiting services may be provided until the child reaches 3 years of age.

5. STRATEGIC PLAN STRATEGY TO BE ADDRESSED BY TARGETED HOME VISITING INITIATIVE

The following strategy from the Commission's Strategic Plan 2025-2030 shall be addressed by this Targeted Home Visiting Initiative:

5.1 Home Visitation Support: Provide targeted home visitation to support family strengthening through care coordination, direct services, and parent education.

6. EVIDENCE BASED MODELS TO BE IMPLEMENTED

The evidence-based models to be utilized in the delivery of targeted home visiting services are Healthy Families America (HFA) and Baby TALK (BT). The HFA home visiting program is built upon key standards (critical elements) for service initiation, service content and staff characteristics. HFA requires the use of an evidence-informed curriculum within the service content; the identified curriculum meets this requirement. BT is a research-based curriculum for intensive home visiting and early childhood programs with foundational developmental information from the perspective of the child, the parent and the professional who will come alongside this family supporting the parent/child relationship. For the purposes of the Commission's Targeted At-Risk Home Visiting program, the combination of the above models will result in a multi-dimensional strategy to promote improved maternal and child health, caregiver mental health, provide family strengthening and support, promote nurturing parent-child interactions, and foster early childhood development.

Highlights of the evidence-based models are summarized below:

6.1 Healthy Families America (HFA)

The HFA program model has over 600 affiliated sites across the country and extensively evaluated using randomized controlled trials. The model establishes a set of critical elements for program implementation that produce the following outcomes:

6.1.1 Reduced birth complications

6.1.2 Higher birth weights

6.1.3 Increased breastfeeding

6.1.4 Linkage to medical home

6.1.5 Increased immunization rates

6.1.6 Improved parenting attitudes

6.1.7 Increased knowledge of child development

6.1.8 Improved home environment

6.1.9 Positive parent-child interaction

HFA does not require a specific degree or credential for home visitors but does require significant relevant experiential or educational background for serving at-risk families and personal characteristic that enable them to establish strong positive trusting relationships with the families served. The model calls for intense home visiting services beginning bi-weekly for prenatal and then weekly visits for 6 months minimum post-partum.

6.3 Baby TALK

6.3.1 The Baby TALK curriculum includes a variety of materials that promote nurturing parent-child interactions, strong parenting skills, and healthy child development. The curriculum emphasizes the importance of screening every family, identifying needs, and delivering appropriate services to nurture parent-child relationships and support child development during the critical early years.

6.3.1.1 Promote practices for building positive relationships and engaging in responsive interactions with parents

6.3.1.2 Promote parenting practices to support children's development and learning

6.3.1.3 Follow Baby TALK process for setting and assessing family goals

6.3.1.4 Promote parents' ongoing observation and discussion of children's development and learning

6.3.1.5 Provide guidance to parents on how to engage children in active exploration, movement, and play

6.3.1.6 Provide guidance to parents on how to use routines and materials in the home environment to support children's learning

7. TARGETED HOME VISITING INITIATIVE DESIGN

One lead agency will serve as the Countywide Coordinator and will provide overall coordination and support including facilitation of training and program evaluation activities for direct home visiting service providers. Four lead Regional

Service Networks (RSN's) will be contracted directly by the Commission to provide home visitation services. The four regional networks will each serve one of the following designated Health and Human Service Agency (HHSA) regions or combination of regions as follows:

7.1 North Coastal/North Inland
7.2 North Central/Central
7.3 South
7.4 East

The Countywide Coordinator shall work with the four lead RSN's to ensure adherence to the specified evidence-based models, and shall ensure coordination among existing Commission, County of San Diego, and other community services. In addition, the Countywide Coordinator shall facilitate partnering, leveraging and capacity building for program sustainability among the lead RSN's and other partners in the county to strengthen service systems that serve at-risk pregnant women and families with children age three and younger.

8. CONTRACTOR REQUIREMENTS

8.1 Role of the Countywide Coordinator

The Contractor will serve as the Countywide Coordinator to oversee implementation of home visiting services provided through the four (4) RSNs. The Countywide Coordinator will be responsible for ensuring that the Commission's home visiting service providers coordinate with other entities in the county that provide similar services to the target population to prevent service gaps and avoid duplication of effort. In addition, the Countywide Coordinator will serve as a central resource to facilitate and oversee training, evaluation, and capacity building activities.

8.2 Special Requirements

The Contractor for countywide coordination services will not have a focus on providing direct client services as a part of this initiative. As the Countywide Coordinator for the targeted home visitation initiative, the Contractor's primary role is to provide countywide oversight of the program; manage, coordinate and facilitate training for all home visitation providers; provide coordination with other key agencies, convene stakeholders, facilitate partnerships and referrals, and provide oversight of and support for evaluation activities.

8.3 General Requirements

The Contractor shall coordinate the start-up, implementation, maintenance, and evaluation of the First 5 First Steps Targeted Home Visitation Initiative. The Contractor shall provide oversight, coordination and support to the project as specified in the HFA Multi-Site system requirements and work closely with Commission staff and the contracted lead regional service providers. The countywide coordinating function shall consist of two core areas of responsibility, and an Advisory Board.

8.3.1 Regional Service Networks: Contractor shall develop and oversee First 5 First Steps' Regional Service Networks that provide home visiting services to:

8.3.1.1 Provide technical assistance to help ensure contractors adhere to the HFA evidence-based model and Baby TALK curriculum
8.3.1.2 Coordinate the training and certification of service providers in the HFA evidence- based model, and Baby TALK curriculum;
8.3.1.3 Monitor and provide technical assistance on data planning, collection, and evaluation reporting;
8.3.1.4 Pursue opportunities to leverage funding for the project sustainability
8.3.1.5 Establish and monitor policies, procedures, general administrative practices which guide the HFA multi-site system; and
8.31.6 Provide quality assurance to monitor contractor adherence to evidence-based models and curricula with routine quality assurance activities

8.3.2 Advisory Board: Contractor shall develop, recruit, and maintain a First 5 First Steps advisory board in compliance with Healthy Families America requirements.

The Organizational Chart for the contracted services is provided in Attachment 1.

8.4 **Service Requirements**

8.4.1 Regional Service Networks Coordination and Support

The Contractor shall provide countywide oversight and support to the four RSNs and shall coordinate and integrate activities across the regions as it pertains to the First Steps, HFA multi-site system. Each of the RSN's will have a Lead Agency that will be responsible for coordinating and overseeing direct home visiting service providers in that region. The Lead Agency will work with subcontractors and other partners to ensure that services are provided in a manner that is consistent with the evidence based models and that best maximizes use of available resources. The Contractor will create an Implementation Plan (work plan and timeline). Structured RSN meetings will occur on a monthly basis at a minimum to ensure the following requirements for service delivery are being met.

The Countywide Coordinator shall work with the RSN's to ensure that the requirements for service delivery as outlined below are met:

8.4.1.1 Target Population Expertise: RSN's shall possess expertise and/or partner with other service providers with expertise in working with the following target populations:

8.4.1.1.1 ***Pregnant and parenting teens***
8.4.1.1.2 ***Pregnant and parenting youth in foster care***
8.4.1.1.3 ***Military families (including active duty, reserve or veteran)***
8.4.1.1.4 ***Immigrant and refugee families***
8.4.1.1.5 ***Income-eligible pregnant or postpartum women/families***
8.4.1.1.6 ***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)***
8.4.1.1.7 ***CalWORKs beneficiaries***
8.4.1.1.8 ***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.***
8.4.1.1.9 ***Families identified by CFWB***

8.4.1.2 HFA Model Home Visiting Services Delivery: RSN's shall ensure that home visiting service delivery is provided in accordance with the HFA model. Service providers shall adhere to the critical elements required for HFA credentialing and outlined below:

Regional Service Network Home Visiting Service Initiation:

8.4.1.2.1 Initiate services prenatally or at birth. (HFA standards are that at least 80% of families are enrolled prenatally or within three months of the child's birth.)
8.4.1.2.2 Use a standardized assessment tool to systematically identify families who are most in need of services. This tool should assess the presence of various factors associated with increased risk for child maltreatment or other adverse childhood experiences (i.e. social isolation, substance abuse, parental history of abuse in childhood).
8.4.1.2.3 Offer services voluntarily and use positive outreach efforts to build family trust.
8.4.1.2.4 Outreach staff are trained and supervised according to the expectations of the HFA Family Resource Specialist role

Regional Service Network Home Visiting Service Content:

8.4.1.2.5 Services shall be offered intensively (i.e. at least once a week) with well-defined criteria for increasing or decreasing frequency of service and over the long-term.
8.4.1.2.6 Services shall be culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants; staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
8.4.1.2.7 Services shall focus on supporting the parent as well as supporting parent-child interaction and child development.

8.4.1.2.8 Provide parent support activities which may include but are not limited to parent groups, play groups, meetings, and/or events.

8.4.1.2.9 At a minimum, all families shall be linked to a medical provider to assure optimal health and development (e.g. timely immunizations, well-child care, etc.). Depending on the family's needs, they may also be linked to additional services such as 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, and domestic violence shelters.

8.4.1.2.10 Services shall be provided by staff with appropriate caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet their unique and varying needs and to plan for future activities (i.e., for many communities no more than 15 families per home visitor at the most intense service level; for some communities the number may need to be significantly lower, e.g. less than 10).

Regional Service Network Home Visiting Staff Characteristics, Training and Support:

8.4.1.2.11 Service providers shall be selected because of their personal characteristics (i.e. non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job.

8.4.1.2.12 Service providers shall have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families. All service providers should receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.

8.4.1.2.13 Service providers shall receive intensive training specific to their role to understand the essential components of family assessment and home visitation (i.e. identifying at-risk families, completing a standardized risk assessment, offering services and making referrals, promoting use of preventive health care, securing medical homes, emphasizing the importance of immunizations, utilizing creative outreach efforts, establishing and maintaining trust with families, building upon family strengths, developing an individual family support plan, observing parent-child interactions, determining the safety of the home, teaching parent-child interaction, managing crisis situations, etc.).

8.4.1.2.14 Service providers shall receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives; to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference and to avoid stress-related burnout.

8.4.1.2.15 Quality assurance: Provide quality assurance to monitor contractor adherence to evidence-based models and curricula with routine quality assurance activities

8.4.1.3 Baby TALK Curriculum: RSN's shall ensure that home visiting service providers incorporate the Baby TALK ***c***urriculum into the HFA service delivery model.

8.4.1.4 Data Collection and Reporting: RSN's shall participate in the Commission's data collection, evaluation and reporting activities through the Commission's Contracts Management Evaluation Database (CMEDS), and work with the Commission staff to measure the results and effectiveness of the program, its impact on the targeted home visitation population and its long term impact on children.

8.4.1.5 Inter-agency Outreach and Communications: RSN's shall conduct outreach activities and communicate with other service providers in their service area to increase awareness of the availability of First 5 Fist Steps Home Visiting services and establish linkages with potential support services for families served by home visitors.

Note: Contractor shall work with RSN's to support development of strategies for increased awareness about the availability of First 5 First Steps Home Visiting services among potential referral resources.

8.4.2 Training of RSN and Subcontractor Staff

8.4.2.1 Contractor shall develop and implement plan to ensure that training is provided to RSN staff and RSN subcontractor staff in accordance with HFA model and Baby TALK curriculum requirements.

8.4.2.2 Contractor shall facilitate and coordinate local training of home visiting staff and home visiting staff supervisors as required by HFA and Baby TALK for initial and ongoing program implementation. Training plan shall be developed within the first three months of each new Fiscal Year and shall be implemented throughout the year.

8.4.2.3 Contractor shall increase local capacity for HFA Family Resilience and Opportunities for Growth (FROG) Scale and Foundations for Family Support trainings with the dedication of staff and/or consultants in being a Certified HFA FROG Instructor and Certified HFA Foundations Instructor.

8.4.2.4 Contractor shall facilitate and coordinate trainings and in-service opportunities for RSN staff and subcontractor staff to create a common, broad base of knowledge and expertise with regard to providing home visiting services to at-risk families

8.4.3 Linkages to Other Commission Services

Contractor shall work with RSN's to ensure effective linkages and coordination with other key initiatives, systems and programs in the county; Key First 5 San Diego programs to be linked to include Oral Health Initiative, Healthy Development Services, and the Learn Well Initiative.

8.4.4 Support of *Live Well San Diego*

The Countywide Coordination for Targeted Home Visiting supports *Live Well San Diego* by engaging communities and providers in a collaborative effort to promote positive parenting, enhance child health and development, and prevent child abuse and neglect through home visiting. The Countywide Coordinator shall provide overall coordination and support including facilitation of training and program evaluation activities for direct home visiting service providers. Four lead RSNs will be contracted directly by Commission to provide these home visitation services.

8.4.5 Leveraging and Capacity Building for Sustainability

Contractor shall work with RSN's to identify and implement leveraging strategies to increase service capacity for Commission funded home visiting services.

Contractor shall work with RSN's to determine the extent to which Commission dollars for home visiting can be leveraged through Medi-Cal Administrative Activities (MAA), Targeted Case Management (TCM) reimbursement and/or other potential funding sources.

8.4.6 HFA Affiliation and Accreditation
Contractor shall work with RSNs and Commission to maintain multi-site affiliation and accreditation of the Commission's Targeted Home Visiting Initiative by the national HFA program**.** HFA accreditation is a process by which home visiting programs using the HFA model demonstrate their adherence to HFA's critical elements for home visiting services.

9. EVALUATION

The Commission is accountable for effective use of Proposition 10 funds to ensure that all children are healthy, are loved and nurtured, and enter school as active learners. The Commission is required by State law and County Ordinance to perform an outcomes-based evaluation on its funded programs and activities and to publicly report on the results achieved. The Commission's evaluation efforts measure results, promote continuous program improvement, inform and support policy development and planning, and educate the community about the status of young children. ***The Commission's Strategic Plan contains its focused areas of investment, which include home visitation services for the period of 2025-2030.***

The performance of the Contractor for countywide coordination of the Home Visitation Initiative will be measured against the implementation plan and activities schedule negotiated with the Commission. Commission staff will oversee the system and methods for measuring and reporting the outputs and outcomes of this initiative, and to assess the effectiveness of the Contractor in its role of program coordination.

9.1 **Data System.** The Contractor agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as identified by the Commission. The Contractor shall utilize the Commission's Contract

Management and Evaluation Data system (CMEDS) to collect and report data. Participation in CMEDS does not relieve the Contractor from other obligatory reporting requirements to the Commission. The CMEDS minimum technical requirements must be met or exceeded by the Contractor. CMEDS training, deployment and implementation are the responsibility of the Commission.

9.2 **Contractor Evaluation Requirements.**

9.2.1 Contractor shall work with RSN's and Commission staff to ensure accurate and consistent data collection, and reporting processes that meet HFA requirements.

9.2.2 Contractor shall work with the Commission's evaluator to coordinate data collection, data quality assurance and other evaluation activities of RSN's to support monitoring adherence to HFA benchmarks.

9.2.3 Contractor shall devote sufficient resources of the Contractor's budget to evaluation activities and quality improvement.

9.2.4 Contractor shall retain sufficient evaluation staff support to monitor First 5 First Steps adherence to HFA data benchmarks and evaluation requirements.

9.2.5 Contractor shall enter quarterly process and outcome data into CMEDS and support sites with monitoring HFA data benchmarks including the following:

9.2.5.1 Completing quarterly narrative reports to update the Commission on new activities, successes, and challenges;
9.2.5.2 Provide annual Tableau data quality assurance and reporting calendar to RSNs;
9.2.5.3 Assist RSN's to maintain complete and accurate client data in CMEDS to report on HFA data analysis and reporting requirements.

9.2.6 The Contractor shall utilize multi-factor authentication (MFA) to provide additional layer of security for CMEDS data and information. Accessing CMEDS through MFA prompts users to verify themselves on a separate device after login.

9.2.6.1 All CMEDS users, including but not limited to staff, subcontractors, consultants, interns, and volunteers, shall complete MFA verification prior to accessing CMEDS.
9.2.6.2 Contractor shall provide all CMEDS users an Authenticator Token and/or register a smartphone capable of using an authenticator application.
9.2.6.2.1 The Contractor and their IT department shall be responsible for purchasing and/or installing the Authenticator token and/or authenticator application that is compatible with CMEDS.

9.2.6.3 The Authenticator Token and/or authentication application shall be included in the program's annual budget and claimed through normal invoicing

9.2.7 Contractor shall comply with First 5 California evaluation requirements and cooperate with the First 5 California evaluation team on special statewide evaluation activities, as needed.

9.3 **Evaluation Roles and Responsibilities.** The Contractor shall follow the Commission's Roles and Responsibilities provided in Attachment 3.

9.4 **Evaluation Performance Measures and Timelines.** Performance Measures are provided in Attachment 4: Evaluation Framework.

10. KEY PROGRAM INDICATORS

The Evaluation Framework for Strategic Plan 2025-2030 is pending development.

11. DELIVERABLES

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

11.1.1 A training plan for all lead Regional Service Network Providers is due three months after the start of the fiscal year;

11.1.2 Written quarterly progress reports detailing the status of all funded activities and/or services from the effective date of this Contract, due on the following dates:

- October 31st for Quarter 1 - July, Aug., Sep.
- January 31st for Quarter 2 – Oct., Nov., Dec.
- April 30th for Quarter 3 – Jan., Feb., March
- July 31st for Quarter 4 - April, May, June

11.1.3 A final written Annual Report that includes, but is not limited to, key coordination activities for the FY contract period, specifying a summary of activities and accomplishments, due no later than thirty (30) calendar days after the end of the fiscal year.

12. STAFFING

12.1 Notification of Key Personnel Changes. Contractor shall notify the COR (or designee) in writing within seventy two (72) hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Notification will include a plan to ensure services continue with minimal impact.

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

The California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program (CWHVP) is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by participating California counties. The CWHVP aims to support positive health development and well-being outcomes for pregnant and parenting people, families, and infants born into poverty, expand their future educational, economic, and financial capability opportunities, and improve the likelihood that they will exit poverty.

In addition to the items noted below, CalWORKs Home Visiting Program is designed to mirror the attached Exhibit A, Statement of Work.

1. SERVICE AREA AND TARGET POPULATION

CalWORKs Home Visiting Program is designed to serve the CalWORKs participants. To be eligible for home visiting services, a voluntary participant must meet the following criteria:

1.1 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
1.2 A member of the CalWORKs Assistance Unit; or
1.3 The parent or caretaker relative of a child-only case; or
1.4 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
1.5 An individual who is "apparently eligible" for CalWORKs aid, including:
  1.5.1 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.
  1.5.2 Families with a child(ren) when both parents are in the home but the principal earner is unemployed.
  1.5.3 Needy caretaker relatives of a foster child(ren).

"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.

Intake, assessment and enrollment should occur prenatally or before child reaches 24 months of age. Enrollment in County-funded home visiting services shall be restricted to at-risk families who are not receiving similar services through other programs, such as the Nurse Family Partnership. Once a family is enrolled, home visiting services may be provided for a period of up to 24 months. Once enrolled and eligibility verified, the family can continue in CWHVP regardless of CW benefit status.

2. TARGETED HOME VISITING INITIATIVE DESIGN

In contrast to Section 7 Targeted Home Visiting Initiative Design of main contract, CWHVP initiates services prenatally or until a child reaches 24 months of age and ends after 24 months of service.

TOTAL COST FOR ADDENDUM 1: CalWORKs Home Visiting Program – See latest signed Exhibit C - Payment Schedule for details.

1. BACKGROUND

The Family First Prevention Services Act (FFPSA) was signed into law on February 9, 2018. This legislation includes historic reforms to help keep children safely with their families and avoid the traumatic experience of entering foster care. Congress recognized that too many children are unnecessarily separated from parents who could provide safe and loving care if given access to needed mental health services, substance use treatment or improved parenting skills. FFPSA provides child welfare agencies with the tools needed to help children and families in crisis.

2. SERVICE AREA AND TARGET POPULATION

The target population for these services is: FFPSA eligible families as determined by The Family Connection Hub and the Child and Family Well-Being Department.

Home visiting services enrollment should occur prenatally or before child reaches 24 months of age. Enrollment in County-funded home visiting services shall be restricted to at-risk families who are not receiving similar services through other programs. Once a family is enrolled, home visiting services may be provided for a period of up to 12 months. If a family is still eligible after 12-months of participation and wishes to continue services, additional time in the program may be approved/granted by CFWB.

3. EVIDENCE BASED MODELS TO BE IMPLEMENTED

The evidence-based models to be utilized in the delivery of targeted home visiting services are Healthy Families America (HFA) and Baby TALK (BT). The HFA home visiting program is built upon key standards (critical elements) for service initiation, service content and staff characteristics. HFA requires the use of an evidence-informed curriculum within the service content; the identified curriculum meets this requirement. BT is a research-based curriculum for intensive home visiting and early childhood programs with foundational developmental information from the perspective of the child, the parent and the professional who will come alongside this family supporting the parent/child relationship. For the purposes of the Commission's Targeted At-Risk Home Visiting program the curriculum above will contribute to providing family strengthening and support, promoting nurturing parent-child interactions, and fostering early childhood development.

Highlights of the evidence-based models are summarized below:

3.1. Healthy Families America (HFA)

The HFA program model has over 600 affiliated sites across the country and extensively evaluated using randomized controlled trials. The model establishes a set of critical elements for program implementation that produce the following outcomes:

3.1.1. Reduced birth complications

3.1.2. Higher birth weights

3.1.3. Increased breastfeeding

3.1.4. Linkage to medical home

3.1.5. Increased immunization rates

3.1.6. Improved parenting attitudes

3.1.7. Increased knowledge of child development

3.1.8. Improved home environment

3.1.9. Positive parent-child interaction

HFA does not require a specific degree or credential for home visitors but does require significant relevant experiential or educational background for serving at-risk families and personal characteristic that enable them to establish strong positive trusting relationships with the families served. The model calls for intense home visiting services beginning bi-weekly for prenatal and then weekly visits for 6 months minimum post-partum.

3.2. Baby TALK

3.2.1. The Baby TALK curriculum includes a variety of materials that promote nurturing parent-child interactions, strong parenting skills, and healthy child development. The curriculum emphasizes the

importance of screening every family, identifying needs, and delivering appropriate services to nurture parent-child relationships and support child development during the critical early years.

3.2.1.1. Promote practices for building positive relationships and engaging in responsive interactions with parents

3.2.1.2. Promote parenting practices to support children's development and learning

3.2.1.3. Follow Baby TALK process for setting and assessing family goals

3.2.1.4. Promote parents' ongoing observation and discussion of children's development and learning

3.2.1.5. Provide guidance to parents on how to engage children in active exploration, movement, and play

3.2.1.6. Provide guidance to parents on how to use routines and materials in the home environment to support children's learning

4. TARGETED HOME VISITING INITIATIVE DESIGN

One lead agency will serve as the Countywide Coordinator and will provide overall coordination and support including facilitation of training and program evaluation activities for direct home visiting service providers. Four lead Regional Service Networks (RSN's) will be contracted directly by the Commission to provide home visitation services. The four regional networks will each serve one of the following designated Health and Human Service Agency (HHSA) regions or combination of regions as follows:

4.1. North Coastal/North Inland
4.2. North Central/Central
4.3. South
4.4. East

The Countywide Coordinator shall work with the four lead RSN's to ensure adherence to the specified evidence-based models, and shall ensure coordination among existing Commission, County of San Diego, and other community services. In addition, the Countywide Coordinator shall facilitate partnering, leveraging and capacity building for program sustainability among the lead RSN's and other partners in the county to strengthen service systems that serve at-risk pregnant women and families with children age three and younger.

5. CONTRACTOR REQUIREMENTS

5.1. Role of the Countywide Coordinator

The Contractor will serve as the Countywide Coordinator to oversee implementation of home visiting services provided through the four (4) RSNs. The Countywide Coordinator will be responsible for ensuring that the Commission's home visiting service providers coordinate with other entities in the county that provide similar services to the target population to prevent service gaps and avoid duplication of effort. In addition, the Countywide Coordinator will serve as a central resource to facilitate and oversee training, evaluation, and capacity building activities.

5.2. Special Requirements

The Contractor for countywide coordination services will not have a focus on providing direct client services as a part of this initiative. As the Countywide Coordinator for the targeted home visitation initiative, the Contractor's primary role is to provide countywide oversight of the program; manage, coordinate and facilitate training for all home visitation providers; provide coordination with other key agencies, convene stakeholders, facilitate partnerships and referrals, and provide oversight of and support for evaluation activities.

5.3. General Requirements

The Contractor shall coordinate the start-up, implementation, maintenance, and evaluation of the First 5 First Steps Targeted Home Visitation Initiative. The Contractor shall provide oversight, coordination and support to the project as specified in the HFA Multi-Site system requirements and work closely with Commission staff and the contracted lead regional service providers.

5.3.1. Regional Service Networks: Contractor shall develop and oversee First 5 First Steps' Regional Service Networks that provide home visiting services to:

5.3.1.1. Provide technical assistance to help ensure contractors adhere to the HFA evidence-based model and Baby TALK curriculum
5.3.1.2. Coordinate the training and certification of service providers in the HFA evidence- based model, Baby TALK curriculum;
5.3.1.3. Monitor and provide technical assistance on data planning, collection, and evaluation reporting related to HFA data benchmarks;
5.3.1.4. Establish and monitor policies, procedures, general administrative practices which guide the HFA multi-site system
5.3.1.5. Provide quality assurance to monitor contractor adherence to evidence-based models and curricula with routine quality assurance activities

5.4. **Service Requirements**

5.4.1. Regional Service Networks Coordination and Support

The Contractor shall provide countywide oversight and support to the four RSNs and shall coordinate and integrate activities across the regions as it pertains to the First Steps, HFA multi-site system. Each of the RSN's will have a Lead Agency that will be responsible for coordinating and overseeing direct home visiting service providers in that region. The Lead Agency will work with subcontractors and other partners to ensure that services are provided in a manner that is consistent with the evidence based models and that best maximizes use of available resources. The Contractor will create an Implementation Plan (work plan and timeline). Structured RSN meetings will occur on a monthly basis at a minimum to ensure the following requirements for service delivery are being met.

The Countywide Coordinator shall work with the RSN's to ensure that the requirements for service delivery as outlined below are met:

5.4.1.1. Target Population Expertise: RSN's shall possess expertise and/or partner with other service providers with expertise in working with the following target populations:

5.4.1.1.1. FPSA eligible families

5.4.1.2. HFA Model Home Visiting Services Delivery: RSN's shall ensure that home visiting service delivery is provided in accordance with the HFA model. Service providers shall adhere to the critical elements required for HFA credentialing and outlined below:

Regional Service Network Home Visiting Service Initiation:

5.4.1.2.1. Initiate services prenatally or at birth. With the Child Welfare Protocol in place, HFA will allow for children up to two (2) years of age to enroll if they meet FFPSA enrollment eligibility requirements. (HFA standards are that at least 80% of families are enrolled prenatally or within three months of the child's birth.)
5.4.1.2.2. Use a standardized assessment tool to systematically identify families who are most in need of services. This tool should assess the presence of various factors associated with increased risk for child maltreatment or other adverse childhood experiences (i.e. social isolation, substance abuse, parental history of abuse in childhood).
5.4.1.2.3. Offer services voluntarily and use positive outreach efforts to build family trust.
5.4.1.2.4. Outreach staff are trained and supervised according to the expectations of the HFA Family Resource Specialist role

Regional Service Network Home Visiting Service Content:

5.4.1.2.5. Services shall be offered intensively (i.e. at least once a week) with well-defined criteria for increasing or decreasing frequency of service and over the long-term.
5.4.1.2.6. Services shall be culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants; staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.

5.4.1.2.7. Services shall focus on supporting the parent as well as supporting parent-child interaction and child development.

5.4.1.2.8. Provide parent support activities which may include but are not limited to parent groups, play groups, meetings, and/or events.

5.4.1.2.9. At a minimum, all families shall be linked to a medical provider to assure optimal health and development (e.g. timely immunizations, well-child care, etc.). Depending on the family's needs, they may also be linked to additional services such as 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, and domestic violence shelters.

5.4.1.2.10. Services shall be provided by staff with appropriate caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet their unique and varying needs and to plan for future activities (i.e., for many communities no more than 15 families per home visitor at the most intense service level; for some communities the number may need to be significantly lower, e.g. less than 10).

5.4.1.3. Baby TALK Curriculum: RSN's shall ensure that home visiting service providers incorporate the Baby TALK *c*urriculum into the HFA service delivery model.

5.4.1.4. Data Collection and Reporting: RSN's shall participate in the Commission's data collection, evaluation and reporting activities through the Commission's Contracts Management Evaluation Database (CMEDS), and work with the Commission staff to measure the results and effectiveness of the program, its impact on the targeted home visitation population and its long term impact on children.

5.4.2. Training of RSN and Subcontractor Staff

5.4.2.1. Contractor shall develop and implement plan to ensure that training is provided to RSN staff and RSN subcontractor staff in accordance with HFA model and Baby TALK curriculum requirements.

5.4.2.2. Contractor shall facilitate and coordinate local training of home visiting staff and home visiting staff supervisors as required by HFA and Baby TALK for initial and ongoing program implementation. Training plan shall be developed within the first three months of each new Fiscal Year and shall be implemented throughout the year

5.4.2.3. Contractor shall increase local capacity for HFA Family Resilience and Opportunities for Growth (FROG) and Foundations for Family Support trainings with the dedication of staff and/or consultants in being a Certified HFA FROG Instructor and Certified HFA Foundations Instructor.

5.4.2.4. Contractor shall facilitate and coordinate trainings and in-service opportunities for RSN staff and subcontractor staff to create a common, broad base of knowledge and expertise with regard to providing home visiting services to at-risk families

5.4.3. HFA Affiliation and Accreditation

Contractor shall work with RSNs and Commission to maintain multi-site affiliation and accreditation of the Commission's Targeted Home Visiting Initiative by the national HFA program**.** HFA accreditation is a process by which home visiting programs using the HFA model demonstrate their adherence to HFA's critical elements for home visiting services.

6. EVALUATION

The Commission is accountable for effective use of Proposition 10 funds to ensure that all children are healthy, are loved and nurtured, and enter school as active learners. The Commission is required by State law and County Ordinance to perform an outcomes-based evaluation on its funded programs and activities and to publicly report on the results achieved. The Commission's evaluation efforts measure results, promote continuous program improvement, inform and support policy development and planning, and educate the community about the status of young children. The Commission's

Strategic Plan contains its focused areas of investment, which include home visitation services for the period of 2025-2030.

The performance of the Contractor for countywide coordination of the Home Visitation Initiative will be measured against the implementation plan and activities schedule negotiated with the Commission. Commission staff will oversee the system and methods for measuring and reporting the outputs and outcomes of this initiative, and to assess the effectiveness of the Contractor in its role of program coordination.

6.1. **Data System.** The Contractor agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as identified by the Commission. The Contractor shall utilize the Commission's Contract Management and Evaluation Data system (CMEDS) to collect and report data. Participation in CMEDS does not relieve the Contractor from other obligatory reporting requirements to the Commission. The CMEDS minimum technical requirements must be met or exceeded by the Contractor. CMEDS training, deployment and implementation are the responsibility of the Commission

6.2. **Contractor Evaluation Requirements.**

6.2.1. Contractor shall work with RSN's and Commission staff to ensure accurate and consistent data collection, and reporting processes that meet HFA requirements.

6.2.2. Contractor shall work with the Commission's evaluator to coordinate data collection, data quality assurance and other evaluation activities of RSN's to support monitoring adherence to HFA benchmarks.

6.2.3. Contractor shall devote sufficient resources of the Contractor's budget to evaluation activities and quality improvement.

6.2.4. Contractor shall retain sufficient evaluation staff support to monitor adherence to HFA data benchmarks and evaluation requirements.

6.2.5. Contractor shall enter quarterly process and outcome data into CMEDS and support sites with monitoring HFA data benchmarks including the following:

6.2.5.1. Completing quarterly narrative reports to update the Commission on new activities, successes, and challenges;
6.2.5.2. Provide annual Tableau data quality assurance and reporting calendar to RSNs;
6.2.5.3. Assist RSN's to maintain complete and accurate client data in CMEDS to report on HFA data analysis and reporting requirements.

6.2.6. The Contractor shall utilize multi-factor authentication (MFA) to provide additional layer of security for CMEDS data and information. Accessing CMEDS through MFA prompts users to verify themselves on a separate device after login.

6.2.6.1. All CMEDS users, including but not limited to staff, subcontractors, consultants, interns, and volunteers, shall complete MFA verification prior to accessing CMEDS.
6.2.6.2. Contractor shall provide all CMEDS users an Authenticator Token and/or register a smartphone capable of using an authenticator application.
6.2.6.2.1. The Contractor and their IT department shall be responsible for purchasing and/or installing the Authenticator token and/or authenticator application that is compatible with CMEDS.

6.2.6.3. The Authenticator Token and/or authentication application shall be included in the program's annual budget and claimed through normal invoicing

6.2.7. Contractor shall comply with First 5 California evaluation requirements and cooperate with the First 5 California evaluation team on special statewide evaluation activities, as needed.

6.3. **Evaluation Roles and Responsibilities.** The Contractor shall follow the Commission's Roles and Responsibilities provided in Attachment 3.

6.4. **Evaluation Performance Measures and Timelines.** Performance Measures are provided in Attachment 4: Evaluation Framework.

7. KEY PROGRAM INDICATORS

The Key Indicators within the Evaluation Framework for Strategic Plan 2025-2030 are pending development.

8. DELIVERABLES

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

8.1.1. A training plan for all lead Regional Service Network Providers is due three months after the start of the fiscal year;

8.1.2. Written quarterly progress reports detailing the status of all funded activities and/or services from the effective date of this Contract, due on the following dates:

- October 31st for Quarter 1 - July, Aug., Sep.
- January 31st for Quarter 2 – Oct., Nov., Dec.
- April 30th for Quarter 3 – Jan., Feb., March
- July 31st for Quarter 4 - April, May, June

8.1.3. A final written Annual Report that includes, but is not limited to, key coordination activities for the FY contract period, specifying a summary of activities and accomplishments, due no later than thirty (30) calendar days after the end of the fiscal year.

9. STAFFING

9.1. Notification of Key Personnel Changes. Contractor shall notify the COR (or designee) in writing within seventy two (72) hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Notification will include a plan to ensure services continue with minimal impact.

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

FIRST 5 COMMISSION OF SAN DIEGO CONTRACT NUMBER: 543149
AGREEMENT WITH AMERICAN ACADEMY OF PEDIATRICS, CALIFORNIA CHAPTER 3 FOR COUNTYWIDE COORDINATOR TARGETED HOME VISITING INITIATIVE SERVICES:
FIRST 5 FIRST STEPS
ADDENDUM 3 – (CFWB) CENTRALIZED INTAKE SYSTEM SUPPORT – TRAINING, TECHNICAL ASSISTANCE, AND QUALITY ASSURANCE

1. PURPOSE

This Statement of Work (SOW) establishes the obligations, activities, deliverables, and timelines required for the Contractor to provide Training, Technical Assistance, and Quality Assurance services supporting the Centralized Intake (CI) System under Healthy Families San Diego County (HFSDC) and Healthy Families America (HFA). The Contractor shall perform all tasks described herein in compliance with the specifications and timelines outlined in this SOW.

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 and Family Well-Being Department, 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 the Child and Family Well-Being Department (CFWB).

2. SCOPE OF WORK

The Contractor shall furnish all labor, materials, expertise, and supervision necessary to support the implementation and maintenance of the Centralized Intake System in partnership with CFWB. Services shall include, but are not limited to, development and delivery of training, creation and maintenance of screening and referral tools, reflective supervision, and quality assurance activities.

3. PERIOD OF PERFORMANCE

Year 1 Total Cost: $25,948.61
Option Years (Annual): $25,948.61

4. CONTRACTOR RESPONSIBILITIES

YEAR 1 RESPONSIBILITIES & COSTS

Category	*Requirements*	*Cost*
4.1 Training Services	*Deliver Multi-Site System Orientation* *Provide tailored training* *Provide screening tool and screening approach training* *Ensure materials updated and in alignment with program requirements*	*$5,042.02*
4.2 Technical Assistance	*Develop screening tool* *Create referral pathways* *Monthly meetings* *Quarterly training* *Reflective supervision*	*$18,553.69*
4.3 Quality Assurance	*Integrate CI into analyses* *Develop Tableau dashboard* *Integrate CI into surveys and develop QA call survey*	*$2,352.90*
Subtotal		*$25,948.61*

OPTION YEAR RESPONSIBILITIES & COSTS

Category	*Requirements*	*Cost*
4.1 Training Services	*New-hire training* *Maintain and update training content* *Quarterly cross-team training* *Annual refresher training*	*$5,054.18*
4.2 Technical Assistance	*Maintain and update CI forms and tools* *Monthly meetings* *Maintain referral pathways* *Continue reflective supervision*	*$17,741.54*
4.3 Quality Assurance	*Collect and update data* *Update dashboard* *Maintain and update survey tools*	*$3,152.89*
Subtotal		*$25,948.61 annually*

5. DELIVERABLES

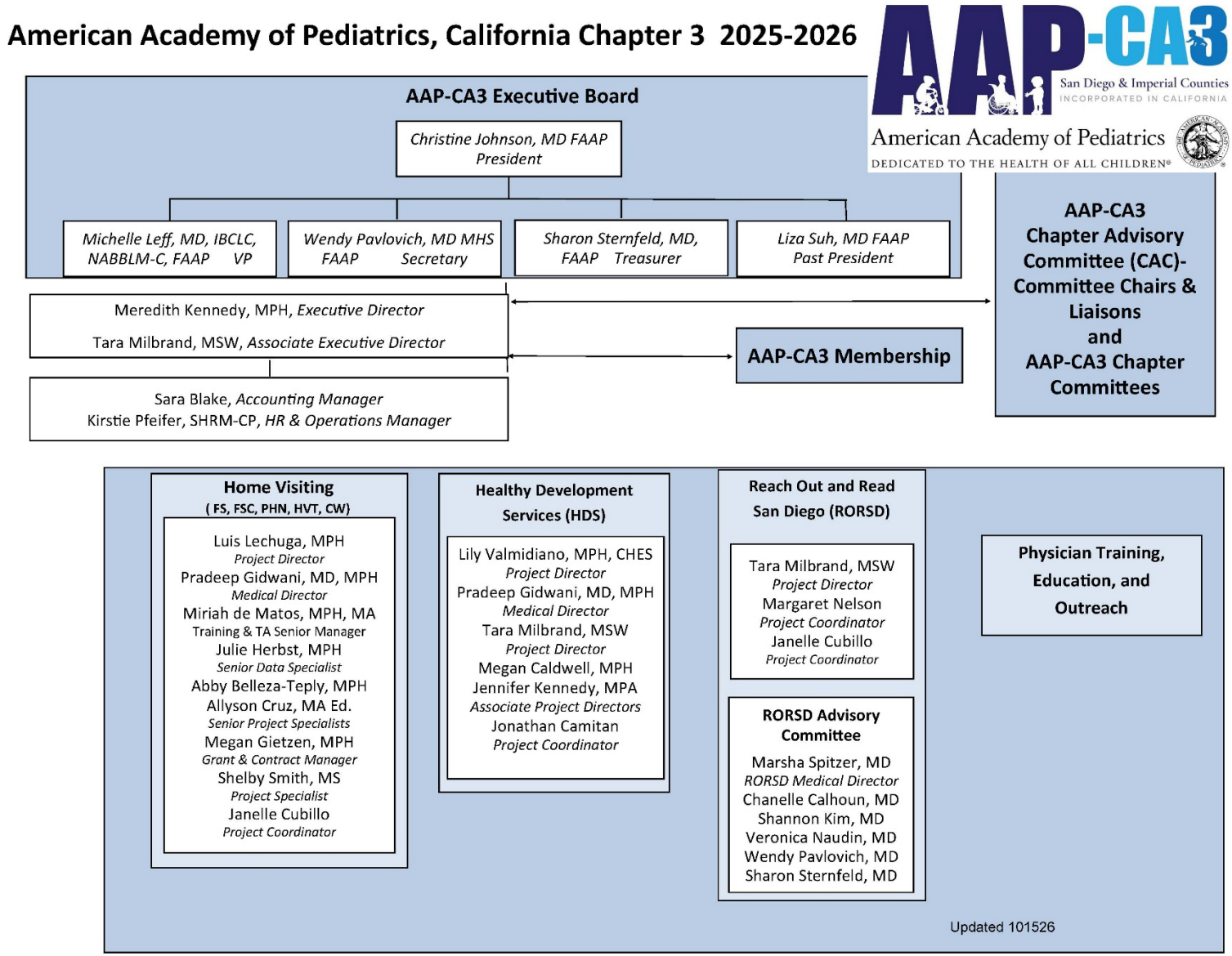
The Contractor shall develop, produce, and deliver all work products necessary to support the effective operation and continuous improvement of the Centralized Intake system. Required deliverables include but are not limited to: a Centralized Intake Screening Tool; a comprehensive referral pathway tool; all associated training materials; Tableau dashboards required for monitoring, reporting, and performance oversight; documentation for all training, technical assistance, and implementation sessions; summaries of reflective supervision activities; and all updated survey instruments. All deliverables shall be completed with accuracy, clarity, and professional rigor, and shall be submitted in accordance with County standards, timelines, and approval processes.

6. PERFORMANCE STANDARDS

The Contractor shall meet all deadlines and ensure accuracy of submitted work.

7. PAYMENT TERMS

The Parties agree that reimbursement shall be issued on a fixed-price basis, allocated evenly across all invoices submitted under this Agreement. Invoices shall be submitted on a quarterly basis, or at an alternative frequency mutually agreed upon by the Parties. AAP shall provide, as part of the quarterly F5 reporting, a brief narrative summary, attendance records for trainings, reflective supervision sessions, and meetings, as well as copies of any completed documents deemed relevant for substantiation of work completed during the quarter.


American Academy of Pediatrics, California Chapter 3 2025-2026
AAP-CA3
San Diego & Imperial Counties
INCORPORATED IN CALIFORNIA
American Academy of Pediatrics
DEDICATED TO THE HEALTH OF ALL CHILDREN®
AAP-CA3 Executive Board
Christine Johnson, MD FAAP
President
Michelle Leff, MD, IBCLC, NABBLM-C, FAAP VP
Wendy Pavlovich, MD MHS FAAP Secretary
Sharon Sternfeld, MD, FAAP Treasurer
Liza Suh, MD FAAP
Past President
Meredith Kennedy, MPH, Executive Director
Tara Milbrand, MSW, Associate Executive Director
Sara Blake, Accounting Manager
Kirstie Pfeifer, SHRM-CP, HR & Operations Manager
AAP-CA3 Membership
AAP-CA3 Chapter Advisory Committee (CAC)- Committee Chairs & Liaisons and AAP-CA3 Chapter Committees
Home Visiting
(FS, FSC, PHN, HVT, CW)
Luis Lechuga, MPH
Project Director
Pradeep Gidwani, MD, MPH
Medical Director
Miriah de Matos, MPH, MA
Training & TA Senior Manager
Julie Herbst, MPH
Senior Data Specialist
Abby Belleza-Teply, MPH
Allyson Cruz, MA Ed.
Senior Project Specialists
Megan Gietzen, MPH
Grant & Contract Manager
Shelby Smith, MS
Project Specialist
Janelle Cubillo
Project Coordinator
Healthy Development Services (HDS)
Lily Valmidiano, MPH, CHES
Project Director
Pradeep Gidwani, MD, MPH
Medical Director
Tara Milbrand, MSW
Project Director
Megan Caldwell, MPH
Jennifer Kennedy, MPA
Associate Project Directors
Jonathan Camitan
Project Coordinator
Reach Out and Read San Diego (RORSD)
Tara Milbrand, MSW
Project Director
Margaret Nelson
Project Coordinator
Janelle Cubillo
Project Coordinator
RORSD Advisory Committee
Marsha Spitzer, MD
RORSD Medical Director
Chanelle Calhoun, MD
Shannon Kim, MD
Veronica Naudin, MD
Wendy Pavlovich, MD
Sharon Sternfeld, MD
Physician Training, Education, and Outreach
Updated 101526

Key: ABT – Abby Belleza-Teply; ACE – Allyson Cruz-Edquid; JC – Janelle Cubillo; JH – Julie Herbst; LL – Luis Lechuga; MG – Megan Gietzen; MDM – Miriah de Matos; MK – Meredith Kennedy; PG – Pradeep Gidwani; SB – Sara Blake; SS – Shelby Smith

Project Planning & Inter-Agency Coordination - HVC & Partnerships

Activity	Timeframe	Responsible Party
Establish and maintain linkages to relevant state and national efforts	Ongoing	LL, MK, MDM

Project Planning & Inter-Agency Coordination - Link Home Visiting to Commission Services

Activity	Timeframe	Responsible Party
Connect First 5 projects to share best practices and integration opportunities	Ongoing	LL, MDM
Work with HDS RSNs to maintain communication and refine referral process	Ongoing	LL, MDM, PG

Centralized Intake System Support

Activity	Timeframe	Responsible Party
Provide initial and annual training to CFWB centralized intake team	Annually	MDM, SS, ABT, ACE, JC
Train new hires as needed	As needed	MDM, SS, ABT, ACE, JC
Develop and maintain centralized intake screening tool and referral form	Ongoing	MDM, ABT
Maintain referral pathway tool	Ongoing	ABT
Provide reflective supervision opportunities	Ongoing	Contractor
Incorporate centralized intake into data monitoring & feedback	Annually	ABT, JH

Project Planning & Coordination with RSNs

Activity	Timeframe	Responsible Party
Convene Central Administration Advisory Group	Quarterly	LL, MDM, SS
Enhance First Steps per HFA Best Practice Standards	Ongoing	LL, MDM, MG
Meet with First 5 and funding agencies	As needed	LL, MG
Maintain communication with RSN Leads/Supervisors	Monthly	LL, MDM, MG, JH
Facilitate First Steps workgroups	Ongoing	LL, MDM, ACE, JH
Integrate HFA Child Welfare Protocols & FFPSA	Ongoing	Project Team
Support RSNs in engaging CFWB-referred families	Ongoing	Project Team

Administrative Practices (HFA Multi-Site)

Activity	Timeframe	Responsible Party
Develop/update written equity plan	Annually	LL, ACE
Maintain password-protected resource site	Ongoing	JC, SS
Maintain First Steps staff directory	Quarterly	JC, SS
Revise Site-Specific Policies & Procedures Manual	As needed	MG
Maintain Central Administration P&P Manual	As needed	MG
Monitor site-specific adaptations	As needed	LL, MG

Funding & Sustainability

Activity	Timeframe	Responsible Party
Submit MAA invoices	Quarterly	SB
Ensure MAA/TCM documentation practices are current	Quarterly / As needed	LL, MG
Research additional funding sources	Ongoing	LL, MK, MG

Program Promotion

Activity	Timeframe	Responsible Party
Disseminate First Steps newsletter	Quarterly	SS
Maintain HFSDC website	Annually	JC, SS

Quality Assurance (QA)

Activity	Timeframe	Responsible Party
Monitor P&P, QA Plan, and protocols via visits & dashboards	Ongoing	Project Team
Revise Central Administration QA Plan	As needed	ACE, MG
Revise Site-Specific QA Plan	As needed	ACE, MG
Conduct annual site visits	Annually	Project Team
Review progress on HFA benchmarks	Ongoing	JH, ABT
Support improvement & assess program quality	Ongoing	Project Team
Convene RSN staff for accreditation	Ongoing / As needed	Project Team
Meet with HFA TTA Lead	Quarterly / As needed	MG, LL
Update forms for data collection alignment	Annually	ACE, MG, SS

Technical Assistance (TA)

Activity	Timeframe	Responsible Party
TA on Tableau dashboards & HFA Worksheets	Ongoing	JH, ABT
Provide Site Visit Reports & exit meetings	Annually	LL, MDM, MG, ACE
Technical assistance on action items	Annually	LL, MDM, MG, ACE
Provide TA based on requests	Ongoing	Project Team
TA on Baby TALK curriculum	Ongoing	MDM, ABT, SS

Training & Capacity Building

Activity	Timeframe	Responsible Party
Coordinate/schedule new RSN staff trainings	Ongoing	SS
Provide training to Family Support Specialists	Ongoing	MDM, ACE, SS, ABT, PG
Develop LMS trainings	Ongoing	ACE, MDM, SS, ABT
Support staff LMS access	Ongoing	ACE, SS
Maintain training calendar	Quarterly	ACE, MDM, JC, SS
Ensure HFA-required & supplemental trainings	Ongoing	ACE, MDM, JC, SS
Host & maintain LMS for required trainings	Ongoing	ACE, MDM, SS, JC
Provide HFA core & Baby TALK training	Bi-annually	MDM, ACE, SS, ABT
Monitor reflective supervision	Ongoing	Project Team
Collect training needs & plan	Bi-annually	ACE, LL, MDM

Evaluation

Activity	Timeframe	Responsible Party
Provide feedback on evaluation plan	Ongoing	JH, ABT
Support achievement of outcome targets & fidelity	Ongoing	JH, ABT, LL
Support annual data presentations	Annually	JH, ABT
Provide updates at evaluation partner meetings	As needed	JH, LL
Attend Evaluation Workgroup meetings	Quarterly	JH, LL, ABT
Refine key indicator collection protocols	Quarterly	JH
Develop Tableau dashboard schedule	Annually	JH, ABT
Perform data QA with RSNs	Ongoing	JH, ABT
Provide feedback on annual data system changes	Annually	JH, ACE
Prepare quarterly progress reports	Quarterly	LL, JH, MG
Prepare annual contract report	Annually	ABT, JH, LL, MG

Key: ABT – Abby Belleza-Teply; ACE – Allyson Cruz-Edquid; JC – Janelle Cubillo; JH – Julie Herbst; LL – Luis Lechuga; MG – Megan Gietzen; MDM – Miriah de Matos; MK – Meredith Kennedy; PG – Pradeep Gidwani; SB – Sara Blake; SS – Shelby Smith

I. **General Evaluation Roles and Responsibilities**

Title	Evaluation Roles
Commission Data and Evaluation Manager	• Oversee evaluation function for the Commission. • Oversee production of evaluation reports and reporting of evaluation results to the Commission, First 5 California, to stakeholders and to the public. • Oversee reporting of quarterly Dashboard measures to the Commission. • Manage overall First 5 California evaluation requirements, including the selection of data elements for reporting. • Provide feedback on the evaluation section of all contract solicitations. • Oversee the development and implementation of the key evaluation elements of contracts and MOU's (including design, data elements, tools, Performance Measures [PMs] and dashboard elements). • Review and approve final evaluation designs. • Troubleshoot evaluation issues in collaboration with staff and Commission's Evaluator. • Be apprised of and facilitate review of any substantive suggested changes to evaluation elements. • Review and make recommendations to the Commission Executive Director on requests by outside researchers to examine Commission programs and/or utilize Commission data. Process research and data requests through County process. • Manage contract with Commission's Evaluator. • Manage contract with Commission's Database Vendor • Manage production of evaluation reports and reporting of evaluation results to the Commission, First 5 California, stakeholders and to the public.
Commission Contract Managers (Contract Officer Representative (COR))	• Ensure contractor compliance to the evaluation plan. • Elevate contractor evaluation issues and questions to the Commission Data and Evaluation Manager and Commission's Evaluator. • Forward any evaluation data/findings submitted by contractors to the Commission Data and Evaluation Manager for review and comments. • Manage initiative or contract-specific First 5 California evaluation requirements. • Provide advice to the Commission's Data and Evaluation Manager on the design and execution of all of the Commission's evaluation efforts. • Provide input on key evaluation elements of contracts and MOU's (including design, data elements, tools, PMs, and dashboard elements). • Work with the Commission Data and Evaluation Manager, contractor staff and Commission's Evaluator to review and approve the final evaluation design. • Provide feedback on special studies.
Commission's Evaluator	• Provide input and draft evaluation components for all outgoing contract solicitations. • Support the design, development and implementation of evaluations for all contracts and MOU's. • Provide input and guidance on the use of initiative-specific data collection tools. • Interface with the Commission Data and Evaluation Manager and CORs on evaluation. • Notify the Commission Data and Evaluation Manager about requests for activities that are outside of Evaluation Contractor's Statement of Work (SOW). • Assist with First 5 California evaluation requirements as directed by the Commission Data and Evaluation Manager. • Work with the Commission Data and Evaluation Manager to coordinate in-depth data reviews as requested. • Produce local annual evaluation report in conjunction with the Commission Communications Contractor. • Present evaluation findings to the Commission, and to Contractors, as requested by the Commission.

Title	Evaluation Roles
	• Develop initiative-level evaluation designs (to include evaluation framework and data dictionary). • Develop and conduct primary data collection as directed by the Commission. • Attend regular initiative meetings as assigned. • Work with CORs to provide evaluation consultation and contractor-level Technical Assistance (TA) as needed. • Inform the Commission Evaluator's COR when the scale of TA requested exceeds originally anticipated levels or any requests that fall outside of current SOW. • Receive and review copies of contractor Progress Reports, and any contractor's draft and final evaluation or special study reports. • Update quality assurance protocols and perform quality assurance checks for data submission evaluations.
Contractors	• Implement the approved evaluation design and protocols. • Submit complete, accurate and timely data for Commission reporting per contract. • Attend initiative meetings to discuss evaluation design and findings. • Communicate any evaluation concerns to the Commission's Data and Evaluation Manager and CORs. • Cooperate with all Commission evaluation activities per contract. • Collect data and evaluation information requested by the Commission. • Comply with all Commission policies concerning research and evaluation. • Comply with all Commission and County regulation policies concerning applying for authorization to conduct research.[3] Submit request to the COR and Commission Data and Evaluation Manager to initiate review and approval process prior to launching special studies or publishing findings. Adhere to the contractual requirements of the Commission or its designee regarding: submittal of progress reports, submittal of draft reports, protection of human subjects, use and publication of Commission data and other requirements. • Identify internal staff or external consultant to provide the evaluation support needed to meet contracted evaluation requirements. • Perform data collection, entry and tracking as requested by the Commission or per contract. • Provide any data sets in Excel as noted in the contract by required deadlines. • Meet Commission reporting requirements and deadlines. • Notify the COR of any issues relating to meeting targets, implementing the evaluation, achieving results, etc. as they arise. • Submit drafts of any reports that include evaluation findings to the COR and the Commission Data and Evaluation Manager per Commission policy for approval prior to any dissemination or distribution. • Submit to the COR all presentation materials containing initiative and program processes and data outcomes, and results or findings, at least twelve (12) business days prior to the due date, for Commission approval. • Adhere to all relevant Commission policies and contractual obligations.

[3] See Commission Policies: F5C19 and F5C20.

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

Title	Database Roles
Commission Data and Evaluation Manager	• Oversee both database and evaluation functions. • Oversee submission of the annual reports to First 5 California, the Commission, stakeholders and to the public. • Serve as COR for the database contract. • Serve as COR for the Commission's evaluator contract. • Manage the CMEDS Help Desk inbox (F5SDCMEDS@SDCounty.ca.gov). • Convene Data Support (CMEDS) team meetings twice monthly between the Commission Evaluator and Database Vendor to discuss workload, priorities and challenges. Initiative evaluators may be invited as needed for demonstrations and clarifications. • Review and triage incoming Work Requests. • Coordinate submission for First 5 California Annual Report as it relates to CMEDS. • Coordinate communications between Commission Staff, Evaluator and Database Vendor.
Commission Contract Managers (Contract Officer Representative (COR))	• Review and approve PMs quarterly or as noted in the contract data submittal and evaluation timelines. • Provide the Commission's Data and Evaluation Manager with completed SOW's within two weeks of finalizing the evaluation framework or the release of contract for signatures so that CMEDS can be updated. • Communicate changes to the SOW, review draft updates to CMEDS fields, and facilitate communication as needed to the Commission's Data and Evaluation Manager and Commission's Evaluator to ensure that CMEDS reflects the SOWs for all projects by May 31st of each year. "Changes" includes targets, new assessments, staff changes, service changes, contract amount and PMs. • Ensure all final contract documents have been signed off by the Commission Fiscal and Data and Evaluation Manager before submittal to the Executive Director for signature. • Perform quality assurance and approve contractor data submission on (at least) a quarterly basis or as noted in the contract to track targets, contract compliance and contract performance. • Communicate with the Commission's Data and Evaluation Manager, Commission's Evaluator and Contractors to resolve issues, as needed. • Communicate (in coordination with the Commission Data and Evaluation Manager) changes to the database, including but not limited to data reports, new and/or updated procedures and protocols and database enhancements (etc.) to Contractor. • Conduct CMEDS contract closeout activities as needed.
Commission's Evaluator	• By July 1, update initiative-specific data dictionaries and submit to the CMEDS Help Desk for posting. • By July 1, review updates to CMEDS fields as they relate to the initiative evaluation and update in CMEDS (i.e., services and assessments). • Communicate and conduct all evaluation-related changes to CMEDS Team. • As requested, review Contractor Work Requests in conjunction with the COR. • Facilitate as needed meetings with Commission's CMEDS Team and contractors to discuss and address the use of the database, changes and quality assurance issues. • Elevate significant data quality issues to the COR who will communicate with the Commission Data and Evaluation Manager.

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

Title	Database Roles
	• Within the defined timeframes, import upload files into CMEDS, then verify and communicate to CMEDS Team that data has been imported properly. • Provide/attend CMEDS trainings or individual shadow sessions as needed to support the CMEDS Team. • Manage data upload for State Annual Report within state-defined timeframes. • Develop new functionalities as requested by the Commission and work with the CMEDS Team to test and modify functionality as requested. • Work with the Commission Data and Evaluation Manager to maintain a list of current and active users. • Complete tests of all QA reports two weeks before quarterly report deadline. • Notify the Commission Data and Evaluation Manager and CMEDS Team of any reoccurring data quality and/or reporting issues in general or specific to any contractor entering data into CMEDS. • Advise the CMEDS Team on data quality issues revealed during database maintenance. • Advise the CMEDS Team on all database functionality best practices. • Advise the CMEDS Team on training modules and materials for users.

Contractors	• Communicate concerns about CMEDS using the CMEDS Help Desk communication protocol (email F5SDCMEDS@sdcounty.ca.gov)
	• Utilize CMEDS for client level and aggregate PM data collection, per contract scope of work.
	• Submit complete and clean data by timeframes detailed in contract and SOW.
	• By no later than July 31 (or by date noted in the contract), ensure that all fiscal year data are in final form in CMEDS, that all quality assurance and corrections are completed and that subcontractors' data (where applicable) are locked and ready to be approved.
	• Conduct regular data quality assurance checks using the CMEDS QA protocol. For HDS Initiative: Utilize CMEDS Client Maintenance Module to merge clients and delete duplicate referrals.
	• Attend trainings as scheduled.
	• Utilize materials posted on CMEDS Information Desk and/or Data Dictionaries for trouble shooting contracted data collection per the scope of work and for questions concerning the use of CMEDS.
	• Oversee timely, accurate and complete data submission from all subcontractors per contract.
	• Follow appropriate data and system security procedures.
	• Assign two (2) CMEDS Authorizers (primary and backup) in each region and/or program to conduct the following activities:
	  • Submit CMEDS User Action Form to Add, Edit or Deactivate users to F5SDCMEDS@sdcounty.ca.gov;
	  • Notify the COR and CMEDS Help Desk within 24 hours when a user is to be deactivated; and
	  • Ensure users utilize multi-factor authentication (MFA) when accessing CMEDS.
	• Use the CMEDS Client Maintenance Module to edit client records.
	• At completion of the contract, run all CMEDS QA reports, clean all necessary data and ensure that all PMs have been met and approved in order for final payment to be released within 30 days of close of contract.
	• Provide any data sets in Excel as noted in the contract by required deadlines.
	
	For contractors uploading data (i.e., not doing direct data entry):
	• Receive prior approval from the Commission Data and Evaluation Manager to upload data for Contractor reporting.

Title	Database Roles
	• Have adequate, professional IT support to manage the upload process. • Anticipate the level of effort, cleaning and coordination needed to upload data in CMEDS to meet contract reporting deadlines. • Clean upload files (including subcontractors' files) prior to submission to the Persimmony server using the CMEDS upload QA protocol. • Review data to ensure it has been successfully uploaded. • Ensure data is live in CMEDS by the scheduled contract reporting deadlines.

First 5 San Diego: First 5 First Steps: Countywide Coordinator Targeted Home Visitation Initiative

Evaluation Framework

July 1 to June 30

Project Overview and Goals

The goal of First 5 First Steps is to provide support and help stabilize families through targeted at risk home visiting services that promote positive parenting, enhance child health and development and prevent child abuse and neglect. Key evaluation questions that will be addressed include:

1. Are families served by First 5 First Steps showing improvement in the 5 target outcome areas?
2. Are families served by First 5 First Steps receiving appropriate referrals and initiating needed services?
3. Are families served by First 5 First Steps increasing their parenting capacity, positive parenting practices, and positive parent-child relationships?
4. Are families served by First 5 First Steps improving their family health and functioning?
5. Are families served by First 5 First Steps becoming empowered to meet their children's needs?

Evaluation Overview

Evaluation activities examine F5FS at two levels:

- **Process:** To confirm and track service numbers within each category in order to demonstrate who is being served
- **Outcome:** To assess the impact of F5FS on pregnant women, children 0-5 and their families

Assurances of confidentiality:

- FIRST 5 SAN DIEGO and its contractors are required to ensure confidentiality of client data. These assurances are laid out in the First 5 First Steps Central Administration Policies and Procedure Manual, FIRST 5 SAN DIEGO contracts with lead agencies, and the subcontracts between the lead agencies and subcontractors.
- Contractors in the First 5 First Steps program have agreements in place to allow for sharing of client information with the evaluation partners, which includes FIRST 5 SAN DIEGO, Harder+Co, and AAP-CA3.
- First Steps uses the Contract Management and Evaluation Data System (CMEDS) database to store electronic client data. Each user has his/her own unique login and password. Level of access to client data for each CMEDS account is determined by the individual's role in the program.
- Access to physical and electronic data on client and staff are restricted to authorized personnel.
- Physical data are kept in locked cabinets at each service site.
- Electronic data is protected with password requirements and secure networks.
- Policy on sharing data internal and external to the program (see Central Administration Policy and Procedure Manual).
- The Information on the First 5 San Diego Program Evaluation Notification Form describes how client data is used, shared, and reported. This document is provided to families before or at the time of their first home visit.

Connection of F5FS to the 2025-2030 First 5 San Diego Strategic Plan

Home Visitation Support: Provide targeted home visitation to support family strengthening through care coordination, direct services, and parent education.

Performance Measures	Reporting Monthly, Quarterly or Annual	Target	Remarks
w. Narrative I: Executive Summary (C)	Q	N/A	
w. Narrative II: Program Accomplishments (C)	Q	N/A	
w. Narrative III: Difficulties/Barriers Encountered and Resolution (C)	Q	N/A	
w. Narrative IV: Other Remarks (C)	Q	N/A	
w. Narrative V: Client Success Stories and Testimonials (C/E)	Q	N/A	Brief stories for possible use in annual report or other First 5 Communications. Use aliases for client names. Testimonials are parent /provider quotes about the benefits and successes of the project.
XLeva1. Leveraged Funding - Medi-Cal Administrative Activities (MAA) (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLeva2. Leveraged Funding - Targeted Case Management (TCM) (C/D)	A	N/A	Report only if funds leveraged. Do not report 0
XLeva3. Leveraged Funding - Early and Periodic Screening, Diagnosis, & Treatment (EPSDT) (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLeva4. Leveraged Funding - Title V Maternal and Child Health (MCH) (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLeva5. Leveraged Funding - Title IV-E Foster Care (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLeva6. Leveraged Funding - AmeriCorps (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLeva7. Leveraged Funding - Title XIX Medi-Cal (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLeva8. Leveraged Funding – Other Federal (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLevb1. Leveraged Funding (State of CA) (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLevc1. Leveraged Funding (Local SD County) (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLevd1. Leveraged Funding (Foundation) (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLeve1. Leveraged Funding (Contractor) (C)	A	N/A	Report only if funds leveraged. Do not report 0

Performance Measures	**Reporting Monthly, Quarterly or Annual**	**Target**	**Remarks**
XLevf1. Leveraged Funding (Other) (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLevg1. Leveraged Funding - In-kind (C)	A	N/A	Report only if funds leveraged. Do not report 0
XLevg2. Leveraged Funding - Comm/Media (C)	A	N/A	Report only if funds leveraged. Do not report 0
Bold = DS measure C = Contract Monitoring E = Evaluation S = State Report D = Dashboard			

COB = Close of Business
COR (Contracting Officer Representative) = Commission Contract Manager
PM = Performance Measure
Note: Copy F5SDCMEDS@SDCounty.ca.gov Help Desk on all correspondence between Contractor, Evaluator and COR

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 543149
AGREEMENT WITH AMERICAN ACADEMY OF PEDIATRICS, CALIFORNIA CHAPTER 3 FOR COUNTYWIDE COORDINATOR TARGETED HOME VISITING INITIATIVE SERVICES: FIRST 5 FIRST STEPS
ATTACHMENT 5: QUARTERLY PERFORMACE MEASURE TIMELINE

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

COR (Contracting Officer Representative) = Commission Contract Manager
PM = Performance Measure
PMs: If the deadline falls on a weekend or holiday, the due date will become the prior working day
Note: Copy F5SD Evaluation Manager on all emails between Contractor, Evaluator and COR

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 $1,000,000 per occurrence or claim, $3,000,000 aggregate.

E. Cyber/Information Security Liability $1,000,000 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.

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

3. Other Insurance Provisions

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

A. Additional Insured Endorsement

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

B. Primary Insurance Endorsement

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

C. Notice of Cancellation

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

General Provisions

4. Qualifying Insurers

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

5. Umbrella or Excess Policy

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

6. Evidence of Insurance

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

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

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

11. Claims Made Coverage

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

A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

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

13. Waiver of Subrogation

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

FIRST 5 COMMISSION OF SAN DIEGO
CONTRACT NUMBER: 543149
AGREEMENT WITH AMERICAN ACADEMY OF PEDIATRICS, CALIFORNIA CHAPTER 3 FOR COUNTYWIDE COORDINATOR TARGETED HOME VISITING INITIATIVE SERVICES: FIRST 5 FIRST STEPS
EXHIBIT C – PAYMENT SCHEDULE

First 5 Commission of San Diego	
Program Budget Summary	
Home Visiting – First 5 First Steps Coordination -	
Contract # 543149	
July 1 – June 30	
APPROVED OPTION YEARS (Refer to each new approved FY budget for line item breakdown and narrative.)	**ANNUAL MAX OPERATIONS DOLLAR AMOUNT**
FY 25-26	**$657,811[a]**
FY 26-27	**$785,760[ab]**
FY 27-28	**$759,811[a]**
FY 28-29	**$759,811[a]**
FY 29-30	**$759,811[a]**

a Includes the CalWORKs HV Funds allocated to each F5FS contract.
b Includes the CFWB Centralized Intake Funds allocated to the contract.

F5FS Coord AAP FY26-27 543149-23-FINAL

Final Audit Report 2026-10-23

Created:	2026-10-23 (Pacific Daylight Time)
By:	Hunter Watson (Hunter.Watson@sdcounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFDAoDUG5vchNnIsFv8cmIRJoyEm6HlmI

"F5FS Coord AAP FY26-27 543149-23-FINAL" History

Document created by Hunter Watson (Hunter.Watson@sdcounty.ca.gov)
2026-10-23 - 1:31:03 PM PDT- IP address: 98.168.115.230

Document emailed to mkennedy@aapca3.org for signature
2026-10-23 - 1:34:11 PM PDT

Email viewed by mkennedy@aapca3.org
2026-10-23 - 1:36:44 PM PDT- IP address: 146.75.146.0

Signer mkennedy@aapca3.org entered name at signing as Meredith Kennedy
2026-10-23 - 1:51:58 PM PDT- IP address: 69.220.135.242

Meredith Kennedy (mkennedy@aapca3.org) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-10-23 - 1:52:00 PM PDT- IP address: 69.220.135.242

Document e-signed by Meredith Kennedy (mkennedy@aapca3.org)
Signature Date: 2026-10-23 - 1:52:00 PM PDT - Time Source: server- IP address: 69.220.135.242 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) for signature
2026-10-23 - 1:52:03 PM PDT

Email viewed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)
2026-10-23 - 1:57:01 PM PDT- IP address: 38.44.207.147

Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2026-10-23 - 1:57:31 PM PDT- IP address: 38.44.207.147

Document e-signed by Alethea Arguilez (Alethea.Arguilez@sdcounty.ca.gov)
Signature Date: 2026-10-23 - 1:57:31 PM PDT - Time Source: server- IP address: 38.44.207.147 - Signature Appearance Selected: IMAGE

Powered by Adobe Acrobat Sign

Agreement completed.

2026-10-23 - 1:57:31 PM PDT

Powered by
Adobe
Acrobat Sign