



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 23, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN VISTA UNIFIED SCHOOL DISTRICT AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Vista Unified School District and the County of San Diego, Sheriff's Office, for Rancho Buena Vista High School 25-26-year events, August 22, 2025, through June 4, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$23,116.43. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Rina Molina
Rina.Molina2@sdsheriff.gov
Mail Stop: O-41

If you have any questions regarding this request, please contact Rina Molina, (858) 289-9905.

A blue ink signature of Andrew Strong, consisting of a stylized 'A' followed by a long horizontal line.

Andrew Strong
Deputy Chief Administrative Officer

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: 10/23/25 Department: SHERIFF
Contract Begin Date: 8/22/25 End Date: 6/4/26 Grant: NO
*Oracle Award #: 508281 Org #: 39560 Amount: \$23,116.43
Contact Person: Rina Molina Phone #: (858) 289-9905
Contracting Agency/Grantor: Vista Unified School District
Description: Law Enforcement Security Service for the Rancho Buena Vista High School Year 25-26 Events

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

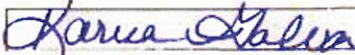
Department Approval:



Date: 10/23/2025

Approved By:

Group Finance Director:



Date: 10/27/25

County Counsel:

Mark Day

Date: 10/28/25

Chief Administrative Officer:



Date: 10/27/25

Office of Financial Planning:



Date: 10/28/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFF USE ONLY

Init: TK OFF#: 26-40



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From: Rina Molina		Bureau/Division, or Section: MSB - Contracts Mgt. Procurement						Date: October 23, 2025					
Subject: Ratification: Reimbursable Services Agreement - Vista Unified School District, Rancho Buena Vista High School Year 25-26 Events on August 22, 2025 - June 4, 2026 \$23,116.43.													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1.	Dane Gapuz, Sheriff's Contract Manager <i>JD</i>	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
2.	Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
3.	Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group <i>ASOR</i>	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
4.	Mark Day, Sr. Deputy County Counsel <i>M.D.</i>	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
5.	Toroshinia Kennedy, Office of Financial Planning <i>TK</i>	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
6.	Andrew Potter, Clerk of the Board <i>AP</i>	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☒
7.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10.		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
COMMENTS:													
Other: Please email signed copy to Rina.Molina2@sdsheriff.gov and return the two (2) signed copies of the agreement to Rina Molina, Contracts Mgt. Procurement, Mail Stop O-41													
Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 23, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN VISTA
UNIFIED SCHOOL DISTRICT AND THE COUNTY OF SAN DIEGO SHERIFF'S
OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD
POLICY B-29**

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with Vista Unified School District to provide law enforcement security services for the Rancho Buena Vista High School 25-26-year events, from August 22, 2025, through June 4, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$23,116.43. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the contract for signatures.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink, appearing to read "Dane Gapuz", is written over a horizontal line.

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE VISTA UNIFIED SCHOOL DISTRICT/RANCHO BUENA VISTA HIGH
SCHOOL, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #21**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 27th day of August 2025 by and between the VISTA UNIFIED SCHOOL DISTRICT/RANCHO BUENA VISTA HIGH SCHOOL (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Rancho Buena Vista High School 2024-2025 events.
2. The term of this Agreement shall commence on August 22, 2025 and shall continue in effect through and terminate after June 4, 2026.
 - Football, August 22, 2025, 5:30pm – 10:30pm (5 hrs./ 2 Deputies)
 - Football, August 29, 2025, 5:30pm – 10:30pm (5 hrs./ 2 Deputies)
 - Homecoming Football, September 26, 2025, 5:30pm – 10:30pm (5 hrs. / 2 Deputies)
 - Homecoming Dance, September 27, 2024, 6:30pm – 11:00pm (4.5 hrs./1 female, 1 male Deputy)
 - Football, October 10, 2025, 5:30pm-8:30pm (3 hrs. / 2 Deputies)
 - Football, October 24, 2025, 5:30pm – 10:30pm (5 hrs. / 2 Deputies)
 - Low Rider Literacy Event, October 25, 2025 – 9:30am – 2:30pm (6 hrs. / 2 Deputies)
 - Football vs Vista, October 30, 2025, 5:30pm – 10:30pm (5 hrs. / 6 Deputies)
 - Prom, TBD, April 25, 2026, or May 2, 2026, 6:30pm – 11:00pm (4.5 hrs./1 Male, 1 Female Deputy)
 - Graduation, June 4, 2026, 4:00pm – 8:30pm (6 Deputies, 1Sgt and 4 CSO's)
3. COUNTY Coordinator of this Agreement shall be Sgt. Milligan (760) 940-4900.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits

are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.
10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

- 10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

- 10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement.

REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. Claims Arising from Sole Acts or Omissions of REQUESTOR. REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. Claims Arising from Concurrent Acts or Omissions. The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. Joint Defense. Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Vista Unified School District
ATTN: Heather Strikwerda
1234 Arcadia Avenue
Vista, CA 92084
Heather Strikwerda, heatherstrikerda@vistausd.org

To SHERIFF:

Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.
14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

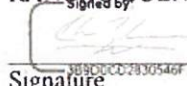


Signature Title/Rank

Dane Gapuz
Contracts Manager

Print Name

VISTA UNIFIED SCHOOL DISTRICT
RANCHO BUENA VISTA HIGH SCHOOL

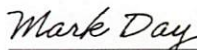


Signature Title/Rank

Dr. Shawn T. Loescher

Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL



Signature- Senior Deputy County Counsel

Mark Day

Print Name

COUNTY OF SAN DIEGO



Signature- Clerk of the Board

Andrew Potter

Print Name

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 10/28/25
Deputy Clerk of the Board Supervisors

3 Signed Originals
DISTRIBUTION
1 - Requestor
1 - Station/Facility/Division File
1 - Contracts Division

EXHIBIT A

COST ESTIMATE-

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
Deputies					
Football, August 22, 2025	2	5.0		\$ 156.85	\$ 1,568.50
Football, August 29, 2025	2	5.0		\$ 156.85	\$ 1,568.50
Homecoming Football, September 26, 2025	2	5.0		\$ 156.85	\$ 1,568.50
Football, October 10, 2025	2	3.0		\$ 156.85	\$ 941.10
Football, October 24, 2025	2	5.0		\$ 156.85	\$ 1,568.50
Homecoming Dance, October 27, 2025	2	5.0		\$ 156.85	\$ 1,568.50
Lowrider for Literacy Event, October 25, 2025	2	6.0		\$ 156.85	\$ 1,882.20
Football vs Vista High School, October 30, 2025	6	5.0		\$ 156.85	\$ 4,705.50
From TBD April 25, 2026 or May 2, 2026	2	4.5		\$ 156.85	\$ 1,411.65
Graduation, June 4, 2026	6	4.5		\$ 156.85	\$ 4,234.95
Sergeant - Graduation, June 4, 2026	1	4.5		\$ 191.26	\$ 860.67
Add'l Positions: (Specify on Lines Below)					\$ -
Community Service Officers (CSO)	4	4.5		\$ 68.77	\$ 1,237.86
Graduation, June 4, 2026					\$ -
				Sub-Total	\$ 23,116.43
				TOTAL	\$ 23,116.43
				TOTAL ESTIMATED COSTS	\$ 23,116.43

*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPORT AND OVERHEAD.

Deposit Required \$ _____
Deposit Due Date _____

FOR CONTRACTS UNIT ONLY:

REVIEWED BY CONTRACTS:

<NAME/DATE REVIEWED> _____

Contact the Sheriff's Department Contracts Management Unit at (858) 974-2236 for assistance.



COSD CLERK OF THE BOARD
2025 OCT 28 PM4:22

AMY HARBERT
DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6700 or (800) 253-9933
www.sdcdehq.org

HEATHER BUONOMO
DIRECTOR OF ENVIRONMENTAL HEALTH

October 6, 2025

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Amy Harbert, Director
Department of Environmental Health and Quality

REQUEST FOR APPROVAL OF A REVENUE AGREEMENT WITH THE HELIX WATER DISTRICT FOR OCCUPATIONAL HEALTH SERVICES

Pursuant to San Diego County Administrative Code, Article VIII, Section 123, the Department of Environmental Health (DEH) is requesting CAO approval of a revenue agreement for DEH to provide Industrial Hygiene services to the Helix Water District.

- A. SERVICES:** The services shall include, but not be limited to:
- a. Respiratory Protection Program
 - b. Ventilation System Design and Monitoring
 - c. Hazard Evaluations
 - d. Health and Safety Training
 - e. Noise Exposure Monitoring
 - f. Asbestos and Lead Management Services
 - g. Workstation Design and Ergonomic Training
- B. ALTERNATIVES:** There are no direct impacts to the County if this revenue agreement is not approved. The impacts would be a public health risk to employees of the District, and to the public who use their facilities, due to possible exposure to mold, asbestos and other possibly hazardous materials.
- C. FISCAL IMPACT:** Funds for this revenue agreement are included in the Fiscal Year 2025-26 Operational Plan for the Department of Environmental Health and Quality. Compensation shall not exceed \$10,000 for services provided for each fiscal year (July – June) from the final date signed by all parties through June 30, 2030. The District will be billed at an hourly rate which is calculated to include all overheads and indirect costs. The rate is calculated each billing period to ensure full cost recovery and will result in no net County cost.
- D. AWARD NUMBER:** The Award Number assigned by the Auditor and Control for this agreement is 123264.

If there are any questions, please contact the DEH Contract Coordinator, Traci Mitchell at (858) 505-6975.



DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

AMY HARBERT
DIRECTOR

P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6700 or (800) 253-9933
www.sdcdehq.org

HEATHER BUONOMO
DIRECTOR OF ENVIRONMENTAL HEALTH

October 6, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch
Deputy Chief Administrative Officer

FROM: Amy Harbert, Director
Department of Environmental Health and Quality

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE HELIX WATER DISTRICT

Attached for your execution, pursuant to San Diego County Administrative Code, Article VIII, Section 123, is a revenue agreement with the Helix Water District for Industrial Hygiene services. The term of the agreement is from the final date signed by all parties through June 30, 2030. These services are provided by the Department of Environmental Health (DEH) Community Health Division.

Please execute and return two copies of the enclosed revenue agreement to:

Department of Environmental Health and Quality
Attn: Traci Mitchell
Mail Stop: O-560

If you have any questions regarding this request, please contact Traci Mitchell, DEH Contract Coordinator at (858) 505-6975.

Enclosure

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 10/06/2025	Department: Environmental Health and Quality	
Contract Begin Date: 07/01/2025	End Date: 06/30/2030	Grant: No
*Oracle Award #: 123264	Org #: 44500	Amount: 10,000.00
Contact Person: Traci Mitchell	Phone #: (858) 505-6975	
Contracting Agency/Grantor: Helix Water District		
Description: County shall provide industrial hygiene services to the Helix Water District, as requested.		

☒ The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs.

Department Approval: *Amy Harbert*

Date:

Approved By:

Group Finance Director: *Arnell Leighton*

Date: 10/26/25

County Counsel: *Imogen Hester*

Date:

Chief Administrative Officer: *Jennifer Lawson*

Date: 10/21/25

Office of Financial Planning: *Angela James*

Date: 10/24/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <u>TK</u>	OFP#: <u>26-37</u>



SERVICE AGREEMENT BETWEEN THE HELIX WATER DISTRICT AND THE COUNTY OF SAN DIEGO FOR INDUSTRIAL HYGIENE SERVICES

This agreement (the "Agreement") is made as of the date signed by the County of San Diego between the Helix Water District, an Irrigation District organized and existing under the Irrigation District Law, California Water Code Section 20500, et seq., hereinafter referred to as "DISTRICT", and the County of San Diego, hereinafter referred to as "COUNTY".

WITNESS THAT WHEREAS:

- A. DISTRICT desires that Industrial Hygiene services be provided by the COUNTY; and
- B. The COUNTY employs personnel trained and qualified to perform the services contemplated herein, including employing one or more specialists, each appropriately licensed in the State of California, and the result of which is that the COUNTY is otherwise qualified to render professional services;

NOW THEREFORE, it is mutually agreed by and between DISTRICT and COUNTY as follows:

1. The term of this agreement shall be from date of agreement execution through June 30, 2030.
2. Compensation shall be in the amount not to exceed \$10,000 each fiscal year (July – June) for services through June 30, 2030, and pursuant to the conditions contained in Exhibit A, which is attached and incorporated by this reference.
3. COUNTY shall provide the services as described in Exhibit A.
4. All services provided by the COUNTY pursuant to this agreement will be supervised by the supervising industrial hygienist (or other equally qualified staff in the event of a vacancy). COUNTY makes no other warranty concerning these services, and disclaims all implied warranties that may legally be disclaimed.
5. Except for extensions pursuant to paragraph 17 below, this Agreement may only be amended upon written mutual agreement between the DISTRICT and the COUNTY.
6. This Agreement does not obligate the COUNTY to detect violations of law or regulations or unsafe conditions created or allowed to continue in existence as a result of DISTRICT action or inaction, nor does it obligate the COUNTY to notify

the DISTRICT of such violations or conditions whether or not known to the COUNTY.

7. COUNTY hereby agrees to defend and indemnify DISTRICT, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "DISTRICT PARTIES", from any claim, action or proceeding against DISTRICT PARTIES, arising solely out of the acts or omissions of COUNTY in the performance of this service agreement. At its sole discretion, DISTRICT PARTIES may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. DISTRICT PARTIES shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.
8. DISTRICT hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees (hereafter collectively referred to in this paragraph as "COUNTY PARTIES") from any claim, action or proceeding against COUNTY PARTIES, arising solely out of the acts or omissions of DISTRICT in the performance of this Agreement. At its sole discretion, COUNTY PARTIES may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve DISTRICT of any obligation imposed by this Agreement. COUNTY PARTIES shall notify DISTRICT promptly of any claim, action or proceeding and cooperate fully in the defense.
9. The COUNTY hereby agrees to defend itself, and the DISTRICT hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and DISTRICT. In such cases, COUNTY and DISTRICT agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11 below.
10. Notwithstanding paragraph 9 above, in cases where COUNTY and DISTRICT agree in writing to a joint defense, COUNTY and DISTRICT may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of DISTRICT and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and DISTRICT. COUNTY and DISTRICT agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11 below. COUNTY and DISTRICT further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and DISTRICT.
11. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and DISTRICT may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

12. Either COUNTY or DISTRICT may terminate this Agreement with thirty (30) days advance written notice given by the Authorized Representative or his or her designee.
13. The COUNTY's authorized representative shall be the Director of Environmental Health and Quality or the Director of the Department of Environmental Health and the DISTRICT's authorized representative shall be Jessica Kading.
14. This Agreement and its Exhibits are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Exhibits, the provisions of this Agreement shall prevail.
15. This Agreement shall be governed by the laws of the State of California.
16. COUNTY is an independent contractor and no agency relationship, either express or implied, is created by the execution of this Agreement.
17. This Agreement shall continue beyond the final date of the term as set forth in paragraph 1, above or in any agreed extension, pending renewal of the Agreement, if DISTRICT's Authorized representative has notified COUNTY's Authorized representative of an intention to renew the Agreement, and neither party has terminated the agreement pursuant to paragraph 12, above. DISTRICT shall pay for such extended services at the rate or rates provided in a subsequent agreement, or if no such agreement is reached, at the rates provided in this Agreement.
18. If compensation, as set forth in paragraph 2, above, is projected to be insufficient to pay for services through the final date of this Agreement, COUNTY agrees to continue to provide services; pending amendment of the compensation agreement, provided that DISTRICT provides COUNTY with a written notice to proceed and agrees to compensate COUNTY for services in accordance with the terms of this agreement until an amended agreement is executed.
19. Nothing in this agreement and no action by the COUNTY pursuant to this agreement shall shift responsibility for compliance with applicable law at DISTRICT facilities from the DISTRICT to COUNTY.
20. Nothing in this agreement and no action by the COUNTY pursuant to this agreement shall preclude the COUNTY from taking any enforcement action against the DISTRICT in the COUNTY's capacity as a regulatory and enforcement agency. DISTRICT covenants that it will not assert that this agreement provides or supports any defense against any such COUNTY enforcement action.

21. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

County of San Diego, Department of
Environmental Health and Quality
Traci N. Mitchell
PO Box 129261
San Diego, CA 92112-9261

Helix Water District
Jessica Kading, Safety/Risk Administrator
7811 University Avenue
La Mesa, CA 91942

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as the day and year first above written.

HELIX WATER DISTRICT:



Signature

7/28/25

Date

Kevin Miller, Director of Operations
Name and Title

COUNTY OF SAN DIEGO:



Signature

10/28/25

Date

Andrew Potter, Clerk of the Board
Name and Title

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Date: 10-6-25



By Greg Lusitana, Senior Deputy
COUNTY OF SAN DIEGO

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By:  Date: 10/28/2025
Deputy Clerk of the Board Supervisors

EXHIBIT A

STATEMENT OF WORK:

The County shall provide industrial hygiene-related services as requested, subject to available County resources at the time a request is received, including but not limited to services in the following areas:

1. Respiratory Protection Program
2. Ventilation System Design and Monitoring
3. Hazard Evaluations
4. Health and Safety Training
5. Noise Exposure Monitoring
6. Asbestos and Lead Management Services
7. Workstation Design and Ergonomic Training

All services will be supervised by the supervising industrial hygienist (or other equally qualified staff in the event of a vacancy).

The approach, scope, and methodology of the above services shall conform to the written instructions of the District, but if such instructions are not issued or incomplete, services shall take into account the requirements of regulating agencies such as the California Occupational Safety and Health Administration (Cal/OSHA), State and County Health Departments, and the California and Federal Environmental Protection Agency (EPA). If specific instructions are not issued and specific regulations do not exist, the County shall take into account the published recommendations of relevant government agencies or professional organizations.

COMPENSATION:

This is a full cost recovery agreement. The District shall be billed based on actual labor and material costs plus laboratory costs incurred in the performance of the above services. The full cost recovery rate is currently budgeted at \$196 an hour plus laboratory costs. Actual hourly costs, and billing, may vary from the budgeted hourly rate depending on actual costs for services provided.

DISTRICT shall compensate COUNTY for any actual labor and material costs incurred by COUNTY pursuant to any request by DISTRICT. This includes any labor and material costs incurred by COUNTY in response to any request by DISTRICT even if services are not completed for any reason.

County shall invoice the District on a quarterly basis. The Consultant's minimum billing increment is 1/10th of an hour. The invoice shall reference the contract number and the dates of service covered.



DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

AMY HARBERT
DIRECTOR

P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6700 or (800) 253-9933
www.sdcdehq.org

HEATHER BUONOMO
DIRECTOR OF ENVIRONMENTAL HEALTH

October 6, 2025

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Amy Harbert, Director
Department of Environmental Health and Quality

REQUEST FOR APPROVAL OF A REVENUE AGREEMENT WITH THE VALLEY CENTER MUNICIPAL WATER DISTRICT FOR OCCUPATIONAL HEALTH SERVICES

Pursuant to San Diego County Administrative Code, Article VIII, Section 123, the Department of Environmental Health and Quality (DEHQ) is requesting CAO approval of a revenue agreement for DEHQ to provide Industrial Hygiene services to the Valley Center Municipal Water District.

A. SERVICES: The services shall include, but not be limited to:

- a. Respiratory Protection Program
- b. Ventilation System Design and Monitoring
- c. Hazard Evaluations
- d. Health and Safety Training
- e. Noise Exposure Monitoring
- f. Asbestos and Lead Management Services
- g. Workstation Design and Ergonomic Training

B. ALTERNATIVES: There are no direct impacts to the County if this revenue agreement is not approved. The impacts would be a public health risk to employees of the District, and to the public who use their facilities, due to possible exposure to mold, asbestos and other possibly hazardous materials.

C. FISCAL IMPACT: Funds for this revenue agreement are included in the Fiscal Year 2025-26 Operational Plan for the Department of Environmental Health and Quality. Compensation shall not exceed \$10,000 for services provided from the final date signed by all parties through June 30, 2026, and shall not exceed \$10,000 annually from Fiscal Year 2026-27 to Fiscal Year 2029-30. The District will be billed at an hourly rate which is calculated to include all overheads and indirect costs. The rate is calculated each billing period to ensure full cost recovery and will result in no net County cost.

D. AWARD NUMBER: The Award Number assigned by the Auditor and Control for this agreement is 123265.

If there are any questions, please contact the DEHQ Contract Coordinator, Traci Mitchell at (858) 505-6975.



DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

AMY HARBERT
DIRECTOR

P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6700 or (800) 253-9933
www.sdcdehq.org

HEATHER BUONOMO
DIRECTOR OF ENVIRONMENTAL HEALTH

October 6, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch
Deputy Chief Administrative Officer

FROM: Amy Harbert, Director
Department of Environmental Health and Quality

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE VALLEY CENTER MUNICIPAL WATER DISTRICT

Attached for your execution, pursuant to San Diego County Administrative Code, Article VIII, Section 123, is a revenue agreement with the Valley Center Municipal Water District for Industrial Hygiene services. The term of the agreement is from the final date signed by all parties through June 30, 2030. These services are provided by the Department of Environmental Health and Quality (DEHQ) Community Health Division.

Please execute and return two copies of the enclosed revenue agreement to:

Department of Environmental Health and Quality
Attn: Traci Mitchell
Mail Stop: O-560

If you have any questions regarding this request, please contact Traci Mitchell, DEHQ Contract Coordinator at (858) 505-6975.

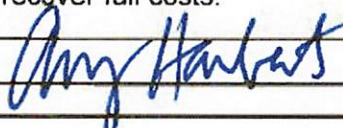
Enclosure

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 10/06/2025	Department: Environmental Health and Quality	
Contract Begin Date: 07/01/2025	End Date: 06/30/2030	Grant: No
*Oracle Award #: 123265	Org #: 44500	Amount: 10,000.00
Contact Person: Traci Mitchell	Phone #: 858-505-6975	
Contracting Agency/Grantor: Valley Center Municipal Water District		
Description: The County shall provide industrial hygiene services to the Valley Center Municipal Water Dist as r		

☒ The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

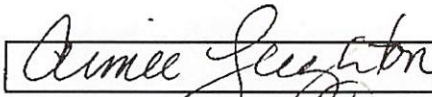
☐ The Department will not recover full costs.

Department Approval: 

Date:

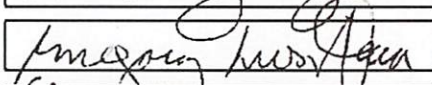
Approved By:

Group Finance Director:



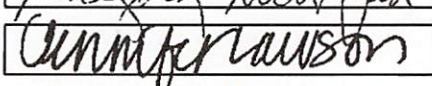
Date: 10/21/25

County Counsel:



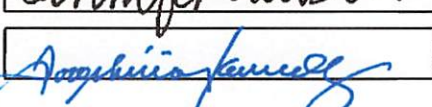
Date:

Chief Administrative Officer:



Date: 10/21/25

Office of Financial Planning:



Date: 10/24/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: TK	OFP#: 26-38

**SERVICE AGREEMENT BETWEEN THE VALLEY CENTER MUNICIPAL WATER
DISTRICT AND THE COUNTY OF SAN DIEGO
FOR INDUSTRIAL HYGIENE SERVICES**

This agreement ("Agreement") is made as of the date signed by the County of San Diego between the Valley Center Municipal Water District, hereinafter referred to as "DISTRICT", and the County of San Diego, hereinafter referred to as "COUNTY".

WITNESS THAT WHEREAS:

- A. DISTRICT desires that Industrial Hygiene services be provided by the COUNTY;
and
- B. The COUNTY employs personnel trained and qualified to perform the services contemplated herein, including employing one or more specialists, each appropriately licensed in the State of California, and the result of which is that the COUNTY is otherwise qualified to render professional services;

NOW THEREFORE, it is mutually agreed by and between DISTRICT and COUNTY as follows:

1. The term of this agreement shall be from the date signed by the County through June 30, 2030.
2. Compensation shall be in the amount not to exceed \$10,000 each fiscal year (July – June) for services through June 30, 2030 and pursuant to the conditions contained in Exhibit A, which is attached and incorporated by this reference.
3. COUNTY shall provide the services as described in Exhibit A, which is attached and incorporated by this reference.
4. All services provided by the COUNTY pursuant to this agreement will be supervised by the supervising industrial hygienist (or other equally qualified staff in the event of a vacancy). COUNTY makes no other warranty concerning these services, and disclaims all implied warranties that may legally be disclaimed.
5. Except for extensions pursuant to paragraph 17 below, this Agreement may only be amended upon written mutual agreement between the DISTRICT and the COUNTY.
6. This Agreement does not obligate the COUNTY to detect violations of law or regulations or unsafe conditions created or allowed to continue in existence as a result of DISTRICT action or inaction, nor does it obligate the COUNTY to notify

the DISTRICT of such violations or conditions whether or not known to the COUNTY.

7. COUNTY hereby agrees to defend and indemnify DISTRICT, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'DISTRICT PARTIES'), from any claim, action or proceeding against DISTRICT PARTIES, arising solely out of the acts or omissions of COUNTY in the performance of this service agreement. At its sole discretion, DISTRICT PARTIES may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. DISTRICT PARTIES shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.
8. DISTRICT hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'COUNTY PARTIES') from any claim, action or proceeding against COUNTY PARTIES, arising solely out of the acts or omissions of DISTRICT in the performance of this Agreement. At its sole discretion, COUNTY PARTIES may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve DISTRICT of any obligation imposed by this Agreement. COUNTY PARTIES shall notify DISTRICT promptly of any claim, action or proceeding and cooperate fully in the defense.
9. The COUNTY of San Diego ("COUNTY") hereby agrees to defend itself, and the DISTRICT hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and DISTRICT. In such cases, COUNTY and DISTRICT agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11 below.
10. Notwithstanding paragraph 9 above, in cases where COUNTY and DISTRICT agree in writing to a joint defense, COUNTY and DISTRICT may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of DISTRICT and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and DISTRICT. COUNTY and DISTRICT agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11 below. COUNTY and DISTRICT further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and DISTRICT.
11. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and DISTRICT may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

12. Either COUNTY or DISTRICT may terminate this Agreement with thirty (30) days advance written notice given by the Authorized representative or his or her designee.
13. The COUNTY's authorized representative shall be the Director of the Department of Environmental Health and Quality or the Director of the Department of Environmental Health and the DISTRICT's authorized representative shall be Gabriela Olson, Safety & Regulatory Compliance Supervisor.
14. This Agreement and its Exhibits are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Exhibits, the provisions of this Agreement shall prevail.
15. This Agreement shall be governed by the laws of the State of California.
16. COUNTY is an independent contractor and no agency relationship, either express or implied, is created by the execution of this Agreement.
17. This Agreement shall continue beyond the final date of the term as set forth in paragraph 1, above or in any agreed extension, pending renewal of the Agreement, if DISTRICT's Authorized representative has notified COUNTY's Authorized representative of an intention to renew the Agreement, and neither party has terminated the agreement pursuant to paragraph 12, above. DISTRICT shall pay for such extended services at the rate or rates provided in a subsequent agreement, or if no such agreement is reached, at the rates provided in this Agreement.
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19. Nothing in this agreement and no action by the COUNTY pursuant to this agreement shall shift responsibility for compliance with applicable law at DISTRICT facilities from the DISTRICT to COUNTY.
20. Nothing in this agreement and no action by the COUNTY pursuant to this agreement shall preclude the COUNTY from taking any enforcement action against the DISTRICT in the COUNTY's capacity as a regulatory and enforcement agency.

DISTRICT covenants that it will not assert that this agreement provides or supports any defense against any such **COUNTY** enforcement action.

21. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

County of San Diego, Department of
Environmental Health and Quality
Traci N. Mitchell
PO Box 129261
San Diego, CA 92101

Valley Center Municipal Water District
Julee M. Scott
29300 Valley Center Rd
Valley Center, CA 92082

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as the day and year first above written.

VALLEY CENTER MUNICIPAL WATER DISTRICT:


Signature

9/15/25
Date

Brian Lovelady, Director of Operations
Name and Title

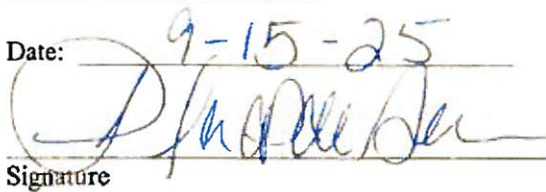
COUNTY OF SAN DIEGO:


Signature

10/28/25
Date

Andrew Potter, Clerk of the Board
Name and Title

APPROVED AS TO FORM

Date: 9-15-25

Signature

Paula C.P. de Sousa, District Counsel
VALLEY CENTER MUNICIPAL WATER DISTRICT

**APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL**

Date: 10-6-25

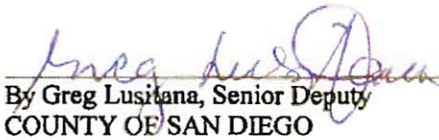

By Greg Lusitana, Senior Deputy
COUNTY OF SAN DIEGO



EXHIBIT A

STATEMENT OF WORK:

The County shall provide industrial hygiene-related services as requested, subject to available County resources at the time a request is received, including but not limited to services in the following areas:

1. Respiratory Protection Program
2. Ventilation System Design and Monitoring
3. Hazard Evaluations
4. Health and Safety Training
5. Noise Exposure Monitoring
6. Asbestos and Lead Management Services
7. Workstation Design and Ergonomic Training

All services will be supervised by the supervising industrial hygienist (or other equally qualified staff in the event of a vacancy).

The approach, scope, and methodology of the above services shall conform to the written instructions of the District, but if such instructions are not issued or incomplete, services shall take into account the requirements of regulating agencies such as the California Occupational Safety and Health Administration (Cal/OSHA), State and County Health Departments, and the California and Federal Environmental Protection Agency (EPA). If specific instructions are not issued and specific regulations do not exist, the County shall take into account the published recommendations of relevant government agencies or professional organizations.

COMPENSATION:

This is a full cost recovery agreement. The District shall be billed based on actual labor and material costs plus laboratory costs incurred in the performance of the above services. The full cost recovery rate is currently budgeted at \$196 an hour plus laboratory costs. Actual hourly costs, and billing, may vary from the budgeted hourly rate depending on actual costs for services provided.

DISTRICT shall compensate COUNTY for any actual labor and material costs incurred by COUNTY pursuant to any request by DISTRICT. This includes any labor and material costs incurred by COUNTY in response to any request by DISTRICT even if services are not completed for any reason.

County shall invoice the District on a quarterly basis. The Consultant's minimum billing increment is 1/10th of an hour. The invoice shall reference the contract number and the dates of service covered.



COSD CLERK OF THE BOARD
2025 OCT 28 PM 12:45

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
PUBLIC HEALTH SERVICES
5530 OVERLAND AVENUE, SUITE 210, MS P-57B
SAN DIEGO, CA 92123-1261
(619) 531-5800 • FAX (619) 542-4186

ELIZABETH A. HERNANDEZ, PhD
DIRECTOR

SAYONE THIALOLIPAVAN, MD, MPH
PUBLIC HEALTH OFFICER

October 6, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

ACCEPTANCE OF GRANT AGREEMENT FOR PUBLIC HEALTH SERVICES SENIOR ORAL HEALTH PROGRAM

1. Action Required:

- a. Signature of Clerk of the Board to accept Grant Agreement for Senior Oral Health Program.
- b. Requesting Board Policy B-29 waiver because the funding does not offset all costs. The unrecovered cost is \$30,660 annually. The funding source of the unrecovered cost will be existing Realignment revenue. The public benefit for providing these services far outweighs the B-29 unrecoverable costs.

2. Background and Expected Outcome:

- a. On May 24, 2022, the Board of Supervisors authorized the Health and Human Services Agency to apply for additional funding opportunity announcements to fund efforts for oral health through education, disease prevention, community-clinical linkages, and surveillance.
- b. Delta Dental Community Care Foundation (DDCCF) partnered with Health Quality Partners and awarded PHS and Medical Care Services \$93,315 in grant funding to enhance senior access to quality oral health care through the DDCCF.
- c. This agreement provides funds to lead and coordinate asset mapping of services, develop materials to train medical and dental staff, develop materials to educate seniors about the importance of oral health and available resources, and support outreach to the senior population.
- d. Term of the Agreement: July 1, 2025 - June 30, 2026.
- e. Fiscal Impact: \$93,315 on an annual basis for County of San Diego salary and benefits, operating expenses, services and supplies and indirect costs.

3. Reason for Requested Action and Impact

- a. Signature of the Clerk of the Board of Supervisors is required to accept this Grant Agreement in accordance with Board Minute Order May 24, 2022 (9).
- b. This agreement supports *Building Better Health* component of *Live Well San Diego* vision by enhancing the County's ability to engage seniors to access quality oral health care.

Please contact Pauline Pesayco by email at Pauline.Pesayco@sdcounty.ca.gov or by phone at 619-889-3524 if you have any questions or concerns.



KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

EA/pp
Attachments

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 08/27/2025	Department: HHSA-PHS-MCFHS	
Contract Begin Date: 07/01/2025	End Date: 06/30/2026	Grant: Yes
*Oracle Award #: 509940	Org #: 45098	Amount: 93,315.00
Contact Person: Nancy Starr	Phone #: (619) 780-1285	
Contracting Agency/Grantor: Health Quality Partners		
Description: Senior Oral Health Program to improve access to oral health care and decrease oral health disparit		

☐ The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

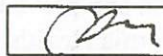
☒ The Department will not recover full costs.

Department Approval: Hernandez, Elizabeth A. Digitally signed by Hernandez, Elizabeth A.
Date: 2025.09.26 13:17:17 -07'00'

Date: 9/26/25

Approved By:

Group Finance Director:



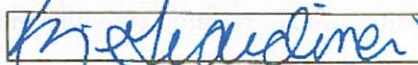
Date: 10/21/25

County Counsel:

Katherine Hart Digitally signed by Katherine Hart
Date: 2025.10.02 11:22:28 -07'00'

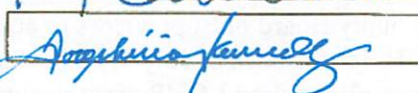
Date:

Chief Administrative Officer:



Date: 10/27/25

Office of Financial Planning:



Date: 10/27/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY

Init: TK

OFP#: 26-39

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 24, 2022**

MINUTE ORDER NO. 9

SUBJECT: ACCEPT TOBACCO TAX FUNDS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OFFICE OF ORAL HEALTH FOR LOCAL ORAL HEALTH PROGRAM SERVICES (DISTRICTS: ALL)

OVERVIEW

The California Department of Public Health (CDPH), Office of Oral Health (OOH), formerly the California Oral Health Program, was established in July 2014. The program's mission is to improve the oral health of all Californians through prevention, education, and organized community efforts. To achieve these goals, the OOH provides strategic advice and leadership to oral health stakeholders throughout the state, building oral health workforce capacity and infrastructure, and implementing and evaluating evidence-based best practices in oral disease prevention through the County of San Diego (County) Health and Human Services Agency, Public Health Services' Local Oral Health Program (LOHP). The goal of the LOHP is to continue to create and expand capacity at the local level through education, disease prevention, community-clinical linkages, and surveillance. These activities will improve the oral health of California's most vulnerable populations. The County has received OOH funding since 2017 and, the new proposed funding term will support activities for the next five years.

Because of the 1988 California voter-approved Proposition 99, the Tobacco Tax Initiative, the County has received funding from the State for local tobacco education and prevention activities since 1989. The 2016 California voter-approved Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax of 2016, increased the cigarette tax by \$2.00 per pack, with equivalent increases on other tobacco products and electronic cigarettes. As a result of Proposition 56, the County has received additional funding for local tobacco education and prevention activities including oral health.

Today's action requests the San Diego County Board of Supervisors to authorize acceptance of \$4,206,950 in funds from the CDPH OOH, for the term of July 1, 2022, through June 30, 2027, and to authorize the Clerk of the Board to execute all required LOHP grant documents including any annual extensions, amendments, and/or revisions that do not materially impact or alter the services or funding level. Additional LOHP funds may become available which may exceed the amount previously authorized. Today's action also seeks authority to accept any excess funds if they were to become available. Today's action also requests authority for the Agency Director, Health and Human Services Agency, to apply for additional funding opportunities, if available, that address improvements to oral health equity for San Diego County residents.

This item supports the County's vision of a just, sustainable, and resilient future for all, specifically those communities and populations in San Diego County that have been historically left behind, as well as our ongoing commitment to the regional *Live Well San Diego* vision of healthy, safe and thriving communities. This will be accomplished by providing funding to address oral health and tobacco education, prevention, and cessation activities. In addition, this action supports reducing disparities, securing access to services, and ensuring equal opportunity for health and well-being through partnerships and innovation.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Waive Board Policy B-29, Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery, which requires prior approval of revenue agreement applications and full cost recovery of grants.
2. Authorize the acceptance of \$4,206,950 in grant funds from the California Department of Public Health, Office of Oral Health, for the period of July 1, 2022, through June 30, 2027, to provide oral health education and prevention activities, and authorize the Clerk of the Board, to execute all required documents, upon receipt, including any annual extensions, amendments, and/or revisions thereto that do not materially impact or alter the services or funding level.
3. Authorize the Agency Director, Health and Human Services Agency, to apply for additional funding opportunity announcements, if available, to fund efforts for oral health through education, disease prevention, community-clinical linkages, and surveillance.

EQUITY IMPACT STATEMENT

Racial and ethnic minority groups experience higher rates of illness and death across a wide range of health conditions. Racism is considered a fundamental cause of adverse health outcomes for marginalized populations. The San Diego County Board of Supervisors adopted a resolution on January 12, 2021 (8), to acknowledge racism as a public health crisis. This work and other efforts to address racial disparities in oral health must continue to fully tackle the public health impacts of racial injustice.

Cavities continue to be the most common chronic childhood disease, and the data shows that some San Diego County children are still not seeing a dentist. Data from the 2019-2020 California Health Interview Survey showed an estimated 80,000 (16%) children ages three-11 in San Diego County have never been to a dentist. Of San Diego County Medi-Cal recipients, 38% of children ages one to two, 60% of children ages three to five, and 63% of children ages six to nine had an annual dental visit in 2019. In addition, 17% of children ages six to nine and 11% of those ages 10-14 had sealants in 2019 (California Department of Health Care Services). Over 30,000 children under age 10 live in census tracts within Dental Health Professional Shortage Areas, defined as insufficient number of health professionals relative to the population with consideration of high need (San Diego Association of Governments/SANDAG 2020).

The County of San Diego Health and Human Services Agency, Public Health Services' Local Oral Health Program (LOHP) will implement all required evaluation activities and strategies to monitor progress in reducing dental disease, providing oral health education, promoting prevention, creating community-clinical linkages, and surveillance. This aligns with the California Oral Health Plan, which offers a structure for collective action to assess and monitor oral health status and disparities in California. Key program successes will be shared with the LOHP advisory committee, San Diego County Oral Health Coalition, and other key stakeholders.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2022-23 CAO Recommended Operational Plan in the Health and Human Services Agency. If approved, this request will result in costs of \$868,604 and revenue of \$841,390 in Fiscal Year 2022-23, and costs of \$868,762 and revenue of \$841,390 in Fiscal Year 2023-24. Funds for subsequent years will be incorporated into future operational plans. The funding source is the California Department of Public Health, Office of Oral Health Moving California Oral Health Forward. A waiver of Board Policy B-29 is requested because the funding does not offset all costs. These costs which will not be recovered are estimated at \$27,214 for Fiscal Year 2022-23, and \$27,372 for Fiscal Year 2023-24. The funding source for these costs is Health Realignment. The public benefit for providing these services far outweighs these costs. There is no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Vargas, seconded by Supervisor Fletcher, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Lawson-Remer, Fletcher, Desmond

ABSENT: Anderson

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER

Clerk of the Board of Supervisors



Signed

by Andrew Potter



MAY 24, 2022



August 20, 2025

Dear Mr. Potter,

Enclosed, please find Provider Services Agreement #2 for the Senior Oral Health Partnership (SOHP) between the Health Quality Partners of Southern California (HQP) and County of San Diego effective **July 1, 2025**. Except as otherwise amended, all other terms and conditions of the Agreement shall remain in full force and effect. Please read the instructions that were emailed along with this document to sign your Agreement via DocuSign.

Once fully executed, you will receive your copy of the Agreement.

Below I have outlined important areas of the Agreement to review.

1. **Agreement Term:**

The term of this agreement is from July 1, 2025 – June 30, 2026.

2. **Exhibit A – Scope of Work**

Scope of Work

Senior Oral Health Partnership objectives:

- A. Develop, define, and implement comprehensive outreach/education and trainings plans by 6/30/26.
- B. Plan, collect, analyze and summarize SOHP-related data by June 30, 2026.
- C. Increase the percentage of senior medical patients that had a dental visit from Year 1 in Year 2.
- D. Explore and research the feasibility of developing a comprehensive engaging, creative marketing campaign for seniors by December 31, 2025.



Required Activities

This section includes the required project activities for your organization.

3. **Compensation. - Exhibit B.**

Your organization's 2025-26 operating budget is noted in this section.

Invoices are due the 10th of every month, with the final invoice deadline on **July 10, 2026**. Invoices may be submitted once all updated insurance documents are received. Any deviation from line items will require a budget adjustment request to HQP in writing. Contract must submit project invoices to HQP via Files.com. Each project staff member that is responsible for submitting invoices must work with HQP to set up a Files.com account.

Should you have any questions, please do not hesitate to call me at (619) 542-4335.

Thank you,

Mary Ann Bundang

Mary Ann Bundang
Program Manager

Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2

**SUBCONTRACTOR AGREEMENT FOR THE PROVISION OF SERVICES IN CONNECTION
WITH THE SAN DIEGO SENIOR ORAL HEALTH PARTNERSHIP**

As of **July 1, 2025** (the "Effective Date") and continuing until **June 30, 2026** (the "Term"),

The Parties:

Name:	County of San Diego. ("Subcontractor")	and	Community Clinics Health Network dba Health Quality Partners of Southern California ("HQP")
Type of entity:	Government		Non-profit, tax-exempt corporation
State of formation:	California		California
Contact Person and Address for Notices:	Andrew Potter Clerk of the Board 1600 Pacific Highway, Room 402 Mail Stop A-45 San Diego, CA 92101-2471		Tracy Garmer Chief Operating Officer 3710 Ruffin Road San Diego, CA 92123
Telephone:	619-531-5600		619.542.4342
Email:	Andrew.Potter@sdcounty.ca.gov		tgarmer@hcpsocal.org

(each referred to individually as a "Party" and collectively, as the "Parties") enter into this Subcontractor Agreement (the "Subcontractor Agreement") for Subcontractor to provide the services described herein. The following exhibits are incorporated into and made a part of this Subcontractor Agreement:

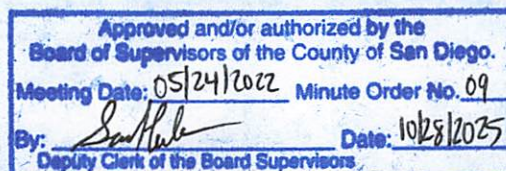
Exhibit A: Scope of Work
Exhibit B: Compensation
Exhibit C: Overview of Data Elements and Users (N/A to Subcontractor)
Exhibit D: Funder Notice of Award

The Parties' authorized representatives below hereby execute this Subcontractor Agreement effective as of the Effective Date.

SUBCONTRACTOR: COUNTY OF SAN DIEGO. By:  Name: Andrew Potter Title: Clerk of the Board Date: <u>10/28/25</u>	HQP: COMMUNITY CLINICS HEALTH NETWORK DBA HEALTH QUALITY PARTNERS OF SOUTHERN CALIFORNIA By: _____ Name: Tracy Garmer Title: Executive Vice President and Chief Operations Officer Date: _____
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APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By *Katherine Hart*
SENIOR DEPUTY COUNTY COUNSEL



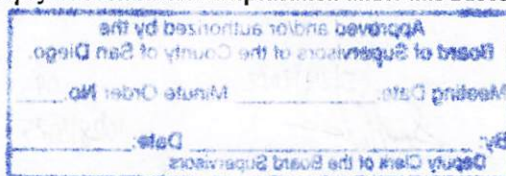
Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2

RECITALS

- A. HQP enters into various funding agreements with governmental payors on behalf of Federally Qualified Health Centers ("FQHCs"), Indian Health Centers, and health center corporations ("Members"), operating rural and urban community health center sites ("Community Health Centers") throughout Southern California;
- B. HQP works to help Community Health Centers improve their operational efficiency and deliver high quality health care in order to improve the lives of Southern California families;
- C. HQP has entered into the above-referenced Payor Agreement under which it is obligated to provide certain services as specified in the Payor Agreement (the "Services");
- D. Subcontractor has substantial expertise and experience in the delivery of the Services and is fully qualified to do so in accordance with the requirements of this Subcontractor Agreement and the Payor Agreement;
- E. HQP wishes to engage Subcontractor to provide the Services in accordance with the terms and conditions of this Subcontractor Agreement and the Payor Agreement and Subcontractor wishes to provide such Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and as follows:

1. **Engagement; Time and Manner of Performance of the Services.** HQP hereby engages Subcontractor to provide the Services as described in the attached **Exhibit A: Scope of Work**. Time is of the essence in the performance of the Services hereunder. The Services shall be performed in the time and manner, and by Subcontractor employees ("Subcontractor Personnel"), as described in Exhibit A and as otherwise mutually agreed by the Parties, subject to all of the terms and conditions of this Subcontractor Agreement.
2. **Subcontractor Personnel.** Subcontractor will ensure that only fully qualified Subcontractor Personnel are assigned to perform Services under this Subcontractor Agreement and such Subcontractor Personnel will perform Services diligently and in a timely manner, according to the highest applicable standards. HQP will have no authority to, on behalf of Subcontractor or otherwise, discharge, promote, suspend or otherwise discipline any Subcontractor Personnel assigned to provide Services under this Subcontractor Agreement.
3. **Subcontractor's Employment Obligations.** Subcontractor will, at its own expense, comply with all applicable employment laws in performing Services, including, but not limited to, state wage and hour laws where the Services are performed, the National Labor Relations Act, the Americans With Disabilities Act, all applicable employment discrimination laws, overtime laws, tax laws, immigration laws, workers' compensation laws, occupational safety and health laws, and unemployment insurance laws and any regulations related thereto. Subcontractor will pay all wages, federal, state and local income taxes and other payroll taxes, as well as contributions for unemployment insurance, workers' compensation insurance, pensions, or annuities which it now or may hereafter be required to deduct from the wages of Subcontractor Personnel and will file all required returns related to such taxes, contributions and payroll deductions.
4. **Background Screening.** Subcontractor represents and warrants that it has completed a criminal background check for each of its employees providing Services under this Subcontractor Agreement in compliance with Government Code Section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section 6456. Further, Subcontractor shall perform health screening for each of its employees providing Services under this Subcontractor Agreement in accordance with industry standards and any applicable requirements of the Payor Agreement. Subcontractor shall provide documentation of its compliance with its obligations under this provision, in writing, upon HQP's reasonable request.
5. **Subcontracting Prohibited.** Notwithstanding anything herein to the contrary, Subcontractor may not use subcontractors for the performance of Services unless it has received prior written authorization from HQP.
6. **Compensation.** Subcontractor's compensation under this Subcontractor Agreement is described in Exhibit B. HQP's obligation to pay Subcontractor compensation under this Subcontractor Agreement is expressly conditioned



***Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2***

on HQP's receipt of funds under the Payor Agreement that are sufficient, as determined in HQP's reasonable discretion, to pay such compensation.

7. **Compliance with the Requirements of the Payor Agreement.** Subcontractor and Subcontractor Personnel shall comply with all applicable requirements of the Payor Agreement as set forth in the terms and conditions of the Grant Documents, attached hereto as Exhibit D (the "Grant Requirements"). Without limiting the foregoing, Subcontractor and Subcontractor Personnel shall comply with the following provisions of the Grant Requirements:
 - a. Notice of Award (NOA)
8. **Term.** This Subcontractor Agreement shall be for a one (1) year term commencing on the Effective Date. The term of this Subcontractor Agreement may be renewed or extended upon the written agreement of the Parties.
9. **Termination.** This Subcontractor Agreement may be terminated as follows:
 - a. Either Party shall have the right at any time to terminate this Subcontractor Agreement without cause and without penalty upon thirty (30) days' advance written notice to Subcontractor; provided, that Subcontractor shall complete all Services up to the date of termination. Further, HQP shall pay any compensation to which Subcontractor is entitled under Section 6 above.
 - b. Either Party shall have the right to terminate this Subcontractor Agreement in the event of the other Party's material breach hereof; provided, however, termination for the breach of this Subcontractor Agreement will not become effective unless and until the Party not in default, has given the other Party written notice of breach, which notice shall state the general nature of said breach, and the Party allegedly in default shall thereafter have a period of thirty (30) days following the giving of said notice in which to remedy said default to the reasonable satisfaction of the other Party.
10. **Warranties.** Subcontractor warrants that:
 - a. All Services provided pursuant to this Subcontractor Agreement will be of merchantable quality.
 - b. The Services will conform to all proposals, descriptions and specifications provided by Subcontractor.
 - c. The Services will be performed in a good and workmanlike manner.
 - d. Subcontractor and the Subcontractor Personnel will have the requisite skill, training and qualifications necessary to perform the Services provided pursuant to this Subcontractor Agreement. The Services will be provided in accordance with the terms of this Subcontractor Agreement and the Payor Agreement and in accordance with generally accepted industry standards.
 - e. Subcontractor and Subcontractor Personnel providing Services pursuant to this Subcontractor Agreement will have and maintain all licenses and certifications necessary to do business in the state where the Services are to be provided and will provide HQP with a copy of those licenses and certifications upon request. In addition, Subcontractor will promptly notify HQP in the event that Subcontractor or any Subcontractor Personnel do not possess all such licenses and certifications.
 - f. None of Subcontractor, its owners, directors, officers, managing employees, subcontractors, agents and/or Subcontractor Personnel has ever been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state health care payment programs, or been convicted of any crime relating to any federal and/or state health care payments program, including, but not limited to, Medicare, Medicaid, CHAMPUS and FEHP. Subcontractor agrees to notify HQP immediately in writing in the event Subcontractor or any of its owners, directors, officers, managing employees, subcontractors, agents and/or Subcontractor Personnel is listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state health care programs or is convicted of any crime relating to any such program.
11. **Confidential Information; Data Ownership.**
 - a. Subcontractor acknowledges that during the performance of Services, Subcontractor or Subcontractor Personnel may receive confidential information, whether disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential,

***Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2***

including financial, statistical, technical and other data and information that are not publicly available and that become available to Subcontractors as a result of its provision of Services; proprietary information including without limitation: deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, which may software; support materials; and plans; clients, customer's, or supplier lists; pricing information; marketing plans or information; or other information which Subcontractor knows or has reason to know is confidential information (all referred to herein as "Confidential Information").

Subcontractor and Subcontractor Personnel shall hold all Confidential Information in confidence, using the same degree (but no less than a reasonable degree) of care and protection that Subcontractor exercises with its own confidential information, during the term of this Subcontractor Agreement. Subcontractor and Subcontractor Personnel shall not directly or indirectly disclose, copy, distribute, republish or allow access to any Confidential Information to or by a third party; nor shall Subcontractor or Subcontractor Personnel use Confidential Information for any purpose other than as necessary to fulfill Subcontractor's obligations under this Subcontractor Agreement. Notwithstanding the above, Subcontractor may disclose Confidential Information if so required by law or regulation (including court order or subpoena or other governmental decree or authority), provided that Subcontractor will, if allowed by law, notify HQP promptly upon learning of the government requirements and before making such disclosure, and will provide HQP with an opportunity (at the HQP's own expense) to resist such disclosure or to seek a protective order or other appropriate procedure so that the disclosure, if required, can be made in a manner that preserves the confidentiality of the Confidential Information. Subcontractor shall promptly notify HQP of any improper use or disclosure of Confidential Information. Upon HQP's request, Subcontractor shall promptly return or destroy any Confidential Information in Subcontractor's possession and, if Confidential Information is destroyed, certify to HQP in a writing signed by an authorized officer of Subcontractor that such destruction has taken place.

In the course of providing the Services under this Subcontractor Agreement, Subcontractor may receive certain Protected Health Information. For purposes hereof, "Protected Health Information" has the same meaning as the term "protected health information" in 45 CFR §164.501, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005) ("HITECH") and is limited to the information created or received by Subcontractor in connection with the provision of Services under this Subcontractor Agreement. The Parties acknowledge and agree that they have entered into a Business Associate Agreement (the "Business Associate Agreement") in compliance with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91 and related regulations (45 CFR Parts 160, 162, and 164)) ("HIPAA") and HITECH, including all applicable rules and regulations issued by the U.S. Department of Health and Human Services. The Parties agree that Protected Health Information may be used or disclosed only in accordance with the Payor Agreement, this Subcontractor Agreement, the Business Associate Agreement and applicable provisions of HIPAA and HITECH. The Parties further agree to take such action as is necessary to amend this Subcontractor Agreement and the Business Associate Agreement from time to time as is necessary to comply with the applicable requirements of any applicable provisions of HIPAA and HITECH. If any conflict exists between this Subcontractor Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall govern.

- b. Subcontractor shall comply with the data submission requirements as outlined in the Overview of Data Elements and Users attached hereto as Exhibit C.
 - c. Subcontractor shall certify in writing that all its employees providing Services under this Subcontractor Agreement have completed privacy and security awareness training.
12. **Compliance with Laws.** The Parties to this Subcontractor Agreement will comply with all applicable laws, ordinances, rules, regulations and accrediting agency standards (including but not limited The Joint Commission accrediting agency standards) that are applicable to this Subcontractor Agreement.

Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2

13. **Governing Law, Exclusive Jurisdiction.** This Subcontractor Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Subcontractor Agreement or the transaction(s) contemplated by it, shall be governed by, construed, and enforced in accordance with the laws of the state of California. Each of the Parties consents to the exclusive personal jurisdiction and venue of the courts, state and federal, located in San Diego, California.
14. **Relationship of the Parties.** The relationship of the Parties hereto is and will be that of independent contractors. This Subcontractor Agreement does not create any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship between HQP and Subcontractor. No Party has the authority to bind or act on behalf of the other Party except as otherwise specifically stated in this Subcontractor Agreement.
15. **Force Majeure.** Either Party's obligations under this Subcontractor Agreement shall be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, change in business conditions (other than insignificant changes), manufacturer out-of-stock or delivery disruptions, acts of God, or other causes beyond the reasonable control of such Party.
16. **Limitation on Liability.** In no event shall a Party to this Subcontractor Agreement be liable to the other for any special or consequential damages, such as loss of profits or loss of savings or revenue. The limitations of the foregoing do not apply to the following:
 - a. liability for personal injury;
 - b. damage to tangible property arising in whole or in part from either Party's negligence or willful misconduct;
 - c. disclosure of confidential, proprietary, or privileged information; or
 - d. any knowing violation of a law, rule, regulation or accrediting agency standard applicable to this Subcontractor Agreement.
17. **Dispute Resolution.** Subcontractor and HQP understand and appreciate that their long-term mutual interest will be best served by effecting an expeditious and fair resolution of any disputes which may arise out of services performed under this Subcontractor Agreement or from any dispute concerning the terms of this Subcontractor Agreement. Therefore, the Parties agree to use all reasonable efforts to resolve all such disputes as expeditiously as possible on a fair and equitable basis. Toward this end, the Parties agree to develop and follow a process for presenting, expeditiously assessing, and settling disputes on a fair and equitable basis through progressively senior managers in each Party's respective organization. If any dispute under this Subcontractor Agreement is not successfully resolved by the process so developed, the Parties shall refer the matter to a panel consisting of one executive from each Party, who shall not be directly involved in the dispute, for review and resolution. A copy of the terms of this Subcontractor Agreement, agreed upon facts and areas of disagreement, and a concise summary of the basis for each side's contentions will be provided to both executives who will review the same, confer, and attempt to reach a mutual resolution of the issue. If the matter has not been resolved within a reasonable period of time through such process a Party may elect to pursue resolution of the matter through any means available to that Party under law or equity.
18. **Indemnification.** Subcontractor shall defend, indemnify and hold harmless HQP, the Delta Dental Community Care Foundation and their respective affiliates, officers, directors, employees and agents (the "*Indemnified Parties*") for, from and against any and all claims, actions, suits, or proceedings, whether threatened or filed, to the extent resulting from or based upon a claim: (a) alleging that the negligence or wrongful acts or omissions of Subcontractor or any Subcontractor Personnel caused bodily injury or damage to property; (b) that any of the Services infringes any intellectual property rights of another person or entity; (c) resulting from the provision of any defective product or Services or other materials by Subcontractor; (d) resulting from a misrepresentation by Subcontractor or the failure of Subcontractor or any Subcontractor Personnel to comply with laws applicable to the Subcontractor's performance of its obligations under this Subcontractor Agreement; or (e) resulting from a breach of this Subcontractor Agreement, applicable requirements of the Payor Agreement and/or the Grant Requirements by Subcontractor and/or Subcontractor Personnel. Subcontractor shall indemnify and hold harmless the Indemnified Parties for, from and against any and all liabilities, losses, damages, judgments, awards, fines, penalties, costs and

***Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2***

expenses (including reasonable attorneys' fees and defense costs) incurred by or levied against any Indemnified Party as a result of any such claims.

Nothing herein contained will be construed as prohibiting any of the Indemnified Parties from retaining their own legal counsel and defending any action or suits brought against them and, in such event, the Indemnified Parties will be liable for their respective costs and fees incurred in defense of any such claim, action or suit; provided, however, that Subcontractor shall be responsible for such costs and fees in the event the Indemnified Party retains its own legal counsel as a result of either (i) the availability, as advised by counsel, of legal defenses which are different from or in addition to those available to Subcontractor and which cannot be lawfully asserted by Subcontractor pursuant to its indemnification obligations, or (ii) Subcontractor, after receiving notice of Subcontractor's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose reasonably satisfactory to such Indemnified Party.

19. **Insurance.** At a minimum, during the term of this Subcontractor Agreement, and at its own cost and expense, Subcontractor shall obtain and maintain the following insurance coverages:
- a. Commercial and comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for all covered claims.
 - b. Workers' Compensation Insurance and other insurance as required by statute in the state in which the work will be performed. Coverage will include Employers Liability with a limit of not less than One Million Dollars (\$1,000,000) for each occurrence.
 - c. Business Automobile Liability Insurance covering hired, owned and non-owned vehicles with a per occurrence limit of not less than One Million Dollars (\$1,000,000).
 - d. Errors and omissions and employee crime insurance with limits of liability of not less than \$1,000,000 per claim and \$3,000,000 per occurrence.
 - e. Privacy (Cyber Risk) Liability Insurance including coverage for at a minimum, privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, loss of digital assets, non-physical business interruption, security event costs including notification and mitigation costs, with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.
 - f. If Subcontractor purchase "claims made coverage", all acts and omissions of Subcontractor and its representatives and agent will be, during the term of this Subcontractor Agreement, "continually covered" notwithstanding the termination of this Subcontractor Agreement or the provisions of this Subcontractor Agreement allowing Subcontractor to purchase claims made coverage. In order for the acts and omissions of Subcontractor and its representatives and agents to be continually covered there must be insurance coverage for the entire period commencing on the Effective Date of this Subcontractor Agreement and ending on the date that is at a minimum, three years after the final date that this Subcontractor Agreement is terminated including renewals and extensions and such insurance must satisfy the insurance requirements provided for in this section.
 - g. If such claims made insurance is cancelled, not renewed or replaced with another insurance carrier, Subcontractor agrees to purchase extended reporting coverage (tail insurance) for a period not less than three years after the final date that this Subcontractor Agreement is terminated including renewals and extensions or nose coverage with a retroactive date at least concurrent with the Effective Date of this Subcontractor Agreement.
 - h. Upon the execution of this Subcontractor Agreement and thereafter upon reasonable request by HQP, Subcontractor shall provide HQP with a certificate of insurance or other proof acceptable to HQP to verify that Subcontractor has complied with the terms of this Section. Subcontractor shall secure an endorsement from its insurer providing that HQP shall be provided at least 30 calendar days' prior written notice of any proposed cancellation or change in insurance carriers or coverage.

***Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2***

20. **Access to Books and Records.** In accordance with Public Law 96-499, enacted December 5, 1980, Subcontractor certifies that until the expiration of four (4) years after the furnishing of the above service, Subcontractor will make available, upon written request to the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, and pursuant to the regulations of the Secretary of the Department of Health and Human Services, any documents and/or records necessary to verify the cost of services performed hereunder. If Subcontractor enters into a subcontract for services to be rendered hereunder with a related Party, which subcontract has a value of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, Subcontractor will require such subcontractor to be subject to the same obligations set forth herein.
21. **Restriction on Assignment.** Subcontractor may not assign its rights under this Subcontractor Agreement without the prior written consent of HQP. This Subcontractor Agreement will be binding on, inure to the benefit of, and be enforceable by and against the respective successors and assigns of each Party to this Subcontractor Agreement.
22. **Order of Precedence.** Except as otherwise provided herein, in the event of any conflict or inconsistency between or among the provisions of this Subcontractor Agreement, the following order of precedence shall apply:
- a. the body of this Subcontractor Agreement, and
 - b. the Exhibits as attached to this Subcontractor Agreement by mutual Subcontractor Agreement of the Parties.
23. **Notices.** Any notice required or permitted to be given under this Subcontractor Agreement shall be in writing and shall be delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed to have been given at the earlier of: if by personal delivery then immediately upon delivery, if by overnight courier then one (1) day after deposit with such overnight courier, if by certified or registered mail then three (3) days after deposit in the mail, or if by facsimile or email then immediately upon confirmation of receipt of such facsimile or email.
24. **Integration; No Waivers.** This Subcontractor Agreement, including the Exhibits attached hereto, is the entire agreement between the Parties relating to the Services. This Subcontractor Agreement supersedes all prior understandings, statements or agreements between the Parties, whether written or oral, regarding the Services. No amendments, changes or additions to this Subcontractor Agreement shall be valid unless approved in writing by both Parties. A waiver of any of the provisions of this Subcontractor Agreement must be in writing and signed by the Party entitled to the benefit of such provision; provided, that any waiver so signed shall not constitute a waiver of any other provision, nor shall it constitute a continuing waiver.

***Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2***

Exhibit A

To the Subcontractor Agreement between Health Quality Partners of Southern California
and County of San Diego.

SCOPE OF WORK

I. Program Description.

HQP was awarded a grant from the Delta Dental Community Care Foundation to develop a new partnership of organizations that will work together to address the oral health crisis among older adults in the U.S. and increase awareness of the barriers to access to oral healthcare that greatly impact overall health and quality of life for seniors. This new partnership is called The San Diego Senior Oral Health Partnership (SOHP).

The Delta Dental Community Care Foundation, the philanthropic arm of Delta Dental of California, is expanding its Senior Oral Health Partnership Program by committing \$5 million over five years to the SOHP starting in July 2024. It comprises the following partners:

- Health Quality Partners of Southern California
- The County of San Diego Health and Human Services Agency (HHSA), through its Public Health Services and Medical Care Services departments
- Seven HCP member community health centers - Community Health Systems, Inc., Father Joe's Villages, Imperial Beach Community Clinic, Indian Health Council, Inc., Neighborhood Healthcare, San Ysidro Health, and County of San Diego.

This monumental grant is part of a broader strategy that includes more than \$15 million dedicated to senior oral health initiatives. Since its launch in April 2022, the Senior Oral Health Partnership Program has sought to transform access to quality oral health care for vulnerable seniors. By forming and funding localized collaborations, the program supports developing innovative approaches and expanding oral health services. Additionally, program partners collect data on community needs and successes, which is used to inform the Delta Dental Senior Oral Health Care Model.

II. Scope of Work.

County of San Diego will serve as a Subcontractor to HQP on this project. The scope of work includes collaborating with HQP on a Senior Oral Health Partnership (SOHP).

Senior Oral Health Partnership objectives:

- A. Develop, define, and implement comprehensive outreach/education and trainings plans by 6/30/26.
- B. Plan, collect, analyze and summarize SOHP-related data by June 30, 2026.
- C. Increase the percentage of senior medical patients that had a dental visit from Year 1 in Year 2.
- D. Explore and research the feasibility of developing a comprehensive engaging, creative marketing campaign for seniors by December 31, 2025.

III. Required Activities.

Objective A: Develop, define, and implement comprehensive outreach/education and trainings plans by 6/30/26.

1. Update asset map and communicate progress with partners
2. Identify key stakeholders to target and partner with to conduct outreach and education and training
3. Create outreach/education and training plans
4. Conduct outreach/education to seniors ages 60+
5. Contribute to the development of additional education, outreach and/or training material

Objective B: Plan, collect, analyze, and summarize SOHP-related data by June 30, 2026.

1. Compare SD SOHP data to county, state, and national datasets
2. Contribute to the development of a visual showing the impact of specific events on data (i.e., SOHIC hired, political climate, eligibility, etc.)
3. Determine what data is needed to support other strategic priorities of the SD SOHP (i.e., referrals, outreach)

Objective C: Increase the percentage of senior medical patients that had a dental visit from Year 1 in Year 2.

1. Assist HQP with developing the SOHP data collection, sharing and reporting processes for additional partnership data to capture medical-dental integration, outreach and education, and utilization of services by seniors
2. Participate in periodic surveys or polls among the partnership members to provide feedback and determine satisfaction, areas for improvement, and Year 3 workplan ideas.

Objective D: Explore and research the feasibility of developing a comprehensive engaging, creative media campaign for seniors by December 31, 2025.

1. Help evaluate existing campaigns to determine use of campaign and discuss with partners
2. Research consultants, pricing, and other details related to developing a media campaign.
3. Assist in the creation of a media campaign, if applicable

IV. Performance Monitoring

Subcontractor is required to document their progress in conducting and completion of the Required Activities outlined in the Scope of Work. This includes, but is not limited to the following:

- Meeting agendas and notes
- Meeting sign-in sheets
- Drafts and final versions of educational and/or training material
- Education and/or training plan and schedules
- Outreach plan and schedules
- Evaluation forms

Subcontractor will be required to work with HQP as needed to assist with reporting requirements, barriers encountered, efforts to overcome these barriers, and strengths of the project.

V. Aggregate Data and Reports:

In addition to the data noted in Exhibit A, additional aggregate data and reports may be collected from the Subcontractor to track the San Diego SOHP activities, develop reports, and assist with goal setting and project planning. Aggregate data in the following categories are anticipated. Additional data may be reported if agreed upon by HQP and partners in the SD SOHP

- Senior Outreach and Education (e.g., number of events held, number of contacts)
- Support and outreach to SOHP partnering health centers

This aggregated programmatic data shall not identify, directly or indirectly, any specific individual or entity whose data contributed to the aggregated dataset.

Aggregate data may be used for reporting across the San Diego SOHP and shared through presentations or reporting with the DDCCF.

Data collection will be conducted in accordance with privacy policies and all applicable data protection laws. All data will be transferred from the Subcontractor to HQP via www.hcpsocal.files.com.

Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2

Exhibit B

To the Subcontractor Agreement between Health Quality Partners of Southern California
and County of San Diego (referred to herein as "Subcontractor")

COMPENSATION
(BUDGET DETAIL AND PAYMENT PROVISIONS)

I. Invoicing and Payment.

- A. The maximum amount payable under the Subcontractor Agreement to Subcontractor shall not exceed **\$93,315**. Any changes to the following preapproved budget must be approved by HQP in advance and in writing:

** Mileage is based upon federal reimbursement rates for the current calendar year*

- B. For actual expenses of activities satisfactorily performed, and upon receipt and approval of the invoice(s), HQP agrees to pay the Subcontractor based on a monthly schedule for performance of successfully documented activities.
- C. Invoices shall be submitted monthly in arrears no later than the 10th day of each month.
- D. Invoices shall:
- 1) Be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement. All expenditures and payments requested on invoices must be substantiated, and back-up documentation must be provided upon request. Subcontractor must attach a map to all invoices showing monthly mileage. Authorized official must certify that no employee providing services under this Agreement is currently listed on the GSA Excluded Parties Listing, the OIG List of Excluded Individuals/Entities (LEIE), the federal System for Award Management (SAM), or the California Medi-Cal Suspended and Ineligible List.
 - 2) Identify the billing and/or performance period covered by the invoice in a format provided by HQP.
 - 3) Itemize the costs for the billing period in the same or greater level of detail as indicated in this Subcontractor Agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.
 - 4) Any invoices submitted without the above-referenced information may be returned to the Subcontractor for further re-processing.
- E. Records shall be kept for all expenditures under this Agreement, and back-up documentation must be provided upon request.
- F. Subcontractor must submit all invoices through www.hcpsocal.files.com. Each staff member that submits invoices must have a separate account to access and use www.hcpsocal.files.com. Provider must notify Payor within 48 hours once any staff with access to www.hcpsocal.files.com has left the organization.
- G. Subcontractor must use funds to support services aimed at increasing access to senior oral health services, as described in the Scope of Work, for eligible patients.

***Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2***

II. Budget

- Personnel: \$54,062
- Fringe Benefits: \$18,922
- Operating Expenses: \$9,383
- Indirect Costs: \$10,948

Total Operating Budget: \$93,315

III. Closeout.

- A. Within 30 days after the expiration or termination of the Grant, Subcontractor shall submit all financial, performance, or other reports required as a condition of the grant. These reports may include but are not limited to a final performance or progress report and final request for payment.

***Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2***

Exhibit C

**To the Agreement between Health Quality Partners of Southern California
and County of San Diego.**

Overview of Data Elements and Users

**Exhibit C is intentionally left blank as no direct services and/or related patient data is being collected
from the County or provided to HQP or the funder.**

*Payor Agreement
San Diego Senior Oral Health Partnership
Delta Dental Community Care Foundation No.: 2*

Exhibit D

To the Agreement between Health Quality Partners of Southern California
and County of San Diego.

FUNDER NOTICE OF AWARD

**(Email correspondence on July 21, 2025 from Delta Dental Community Care Foundation to
Nicole Howard, Executive Vice President of HQP and Chief Advancement Officer)**

Dear Nicole,

Congratulations! We are thrilled to share that the Delta Dental Community Care Foundation grant committee has approved a \$988,000.00 grant to Community Clinics Health Network for 2025. Your dedication to providing quality, affordable oral healthcare is truly inspiring, and we are honored to support your work.

This grant is based on your submitted application, and we look forward to seeing the impact it will have on the communities you serve. If your plans or needs change, please reach out for approval before reallocating these funds.

At Delta Dental, we believe in the power of collaboration to strengthen communities and expand access to essential healthcare. To maximize our collective impact, we encourage you to share this exciting milestone and raise awareness of how this grant is advancing your mission. Here are a few ways to do that:

Ways to Amplify Our Partnership

Share Your Impact – Announce the grant through press releases, social media, and other public channels. We also invite you to submit success stories through deltadental.smartsimple.com under the "Success Stories" section. Your stories help highlight the real-world impact of this funding.

Engage with Us – Delta Dental employees are eager to support organizations like yours. Let us know how we can get involved through volunteering, collaboration, or advocacy.

Leverage Digital Platforms – Help amplify our shared impact by tagging us in funding-related announcements and engaging with our content:

- Facebook: [@deltadentalins](#) (include #DeltaDentalCares)
- Instagram: [@deltadentalins](#)
- LinkedIn: <https://www.linkedin.com/company/delta-dental/>
- X: [@DeltaDentalins](#)

Thank you for your commitment to creating healthier communities. We are proud to stand alongside you and look forward to seeing the lasting impact of your work.

*Sincerely,
Delta Dental Community Care Foundation*



County of San Diego Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: _____

1. Department ORG: # A5940 Department Name: HHSa-PHS-MCFHS

Contact Person: Pauline Pesayco Phone: (619) 889-3524

Low Org: # 45098 (optional)

2. Requested Revenue Account Title: Senior Oral Health Program

3. Anticipated Annual Revenue: \$ 93,315

4. Revenue will be Budgeted Beginning with: F.Y. 25/26

5. A. Source of Revenue: ☐ Federal ☐ Federal ARRA* Stimulus ☐ State

☒ Public Agency ☐ Individual ☐ Other

* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain: Delta Dental Community Care Foundation issued the County of San Diego \$93,315 in funds to enhance senior access to quality oral health care.

B. Authority: May 24, 2022 (9) Board of Supervisors

C. Form of Revenue: ☒ Grant ☐ Subvention ☐ Fee ☐ License ☐ Contract ☐ Other

If Fee or License, indicate amount: \$ _____

Please Explain: Grant for \$93,315 in funds to lead and coordinate asset mapping of services, develop materials to train medical and dental staff, develop materials to educate seniors about the importance of oral health and available resources, and support outreach to the senior population.

D. Service Provided: Support to enhance senior access to quality oral health care.

E. Means of Projecting for Budget (formula used): N/A

F. How is the Revenue Received: ☒ Reimbursements ☐ Advances ☐ Other

Please Explain: The County will invoice Health Quality Partners on a monthly basis.

G. When is the Revenue Received: ☐ Annually ☐ Quarterly ☒ Monthly ☐ Daily ☐ Other

Please Explain: The County will invoice Health Quality Partners on a monthly basis.

6. Cost Recovery: ☐ Full Recovery ☐ A-87 ☒ Other

Please Explain: The total direct costs are \$100,619 and the total indirect costs are \$23,356 for a total of \$123,975. A B-29 waiver is requested to cover \$30,660. The source to cover the unrecovered funds is Realignment.

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Pauline Pesayco
Digitally signed by Pauline Pesayco
Date: 2025.08.27 09:49:07 -07'00'

Date: Aug 27, 2025

B-29 Costs

Staffing	
Salaries	54,062.64
Benefit FY 25/26 @ 68.76%	37,173.47
TOTAL S&B	91,236.11

Services and Supplies	
Supplies	500.00
Printing/Duplication	2,000.00
Operating Costs	3,333.00
Contract Costs	-
Travel	3,000.00
Contract ISF	-
Mileage	550.00
Other	-
TOTAL S&S	9,383.00

TOTAL DIRECT COSTS	100,619.11
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INDIRECT COSTS	
Internal Indirects	20,436.89
External Indirects	2,919.56
TOTAL INDIRECTS	23,356.44

TOTAL COSTS (B20+B26)	123,975.56
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REVENUE	
Direct Revenue Allowed	82,367.00
Indirect Revenue Allowed	10,948.00
TOTAL REVENUE	93,315.00

Unrecovered Direct Cost	18,252.11
Unrecovered Indirect Cost	12,408.44
Total B-29 Costs	30,660.56

Direct Personnel	FTE
Chief Dental Officer	0.05
Health Planning & Program Specialist	0.10
Administrative Analyst I	0.08
Epidemiologist II	0.03
Health Information Specialist II	0.10
Health Information Specialist II	0.15
TOTAL	0.51

PROGRAM INDIRECT RATES*	
Internal Rate	22.40%
External Rate	3.20%

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates