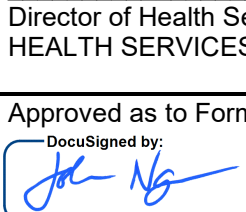
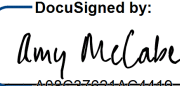

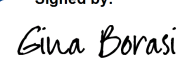


**Contract No. 26H3444****Standard Services Contract**

PARTIES	This Standard Services Contract ("Contract") is entered into between the following Parties:		
	The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY- Health Centers Division P.O. Box 962, Santa Cruz, CA 95061-0962		Name: Front Street Housing, Inc. Address: 2115 7 <sup>th</sup> Avenue Santa Cruz, CA 95062
	Hereinafter called COUNTY.		Hereinafter called CONTRACTOR.
SUBJ.	Subject of Contract: HUD MATCH Program		
RECITALS	WHEREAS, CONTRACTOR possesses certain skills, experience, education and competency to perform the special services required by this Contract and COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and		
	WHEREAS, pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into a contract for such services; and		
	WHEREAS, to the extent applicable, this Contract is intended to memorialize and ratify any and all acts which may already have been consummated pursuant to the terms and conditions of this Contract;		
	NOW, THEREFORE, the parties hereto do mutually agree to the terms as set forth in the following Exhibits. Should a conflict arise between the language in any of the Exhibits, the order of precedence is as follows: Exhibit X, C, D, H, B, A, F.		
EXHIBITS	<u>ATTACHED</u>	<u>EXHIBIT</u>	<u>TITLE</u> (CHECK BOX IF ATTACHED)
	<input checked="" type="checkbox"/>	A	Scope of Services
	<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions
	<input type="checkbox"/>	B1	Mental Health Additional Payment, Budget, and Fiscal Provisions
	<input type="checkbox"/>	B2	Substance Use Disorder Services Additional Payment, Budget, and Fiscal Provisions
	<input checked="" type="checkbox"/>	C	Standard County / Agency Provisions
	<input type="checkbox"/>	D	Standard (Division) Provisions
	<input type="checkbox"/>	F	Medi-Cal Administrative Activities
	<input type="checkbox"/>	H <sub>1</sub>	HIPAA Business Services Addendum - County as Business Associate
	<input checked="" type="checkbox"/>	H <sub>2</sub>	HIPAA Business Services Addendum - County as Covered Entity
<input type="checkbox"/>	X	Revisions to Exhibits; Additional Terms and Provisions	
TERM	The term of this Contract is from 7/1/2025 through 6/30/2026		
	<input checked="" type="checkbox"/> This Contract is included in the COUNTY's Continuing Agreements List. (CHECK BOX IF APPLICABLE)		
TOTAL	Total Compensation Amount: \$1,144,281		
SIGNATURES	COUNTY		CONTRACTOR
	DocuSigned by:  Director of Health Services or Designee HEALTH SERVICES AGENCY		DocuSigned by:  Front Street Housing, Inc.
	Date		Date
APPROVALS	Approved as to Form:		Approved as to Insurances:
	DocuSigned by:  Office of the County Counsel		Signed by:  Risk Management
	Date		Date
DBT	Clerk of the Board	Contractor	Auditor-Controller-Treasurer-Tax Collector
			Health Services Agency

## **COUNTY OF SANTA CRUZ**

### **EXHIBIT A – Scope of Services**

CONTRACTOR agrees to and will exercise special skill to accomplish the following results:

1. Provide services for the COUNTY'S Meaningful Answers to Chronic Homelessness (MATCH) Housing programs for the operation of a third-party scattered site master leasing program (third-party leasing) as requested by COUNTY and in coordination with COUNTY staff. The MATCH Housing Programs have been designed to create and support a minimum of forty-one (41) housing units in FY 2025-26. For the purposes of this program, a unit is defined as one independent housing bed. The units will be acquired and made available to the MATCH Housing Program participants through CONTRACTOR-managed third-party leasing agreements with property owners and managers.
2. For the period of July 1, 2025, through June 30, 2026, CONTRACTOR shall provide services listed below in accordance with HUD Continuum of Care Program for forty-one (41) MATCH housing units. In the event CONTRACTOR is not able to fulfill their responsibilities outlined in this Contract, all leases must be transferred to another property management company, of COUNTY's choosing, under the same terms.
3. CONTRACTOR shall provide services pursuant to 24 C.F.R. Sections 578.49, 578.53, 578.55, 579.59 and 578.77. The Parties acknowledge and agree that the United States Department of Housing and Urban Development (HUD) have not provided its annual agreement including financial breakdown of budget items. The Parties anticipate that HUD's annual agreement will be provided in early 2026. Based on this anticipated HUD annual agreement, the Parties agree to bound to the financial breakdown provided by HUD on their annual agreement for services rendered. CONTRACTOR shall provide the following services:

#### I. Administrative Costs (24 C.F.R. Section 578.59)

General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include but are not limited to necessary expenditures for the following:

- A. Salaries, wages, and related costs of CONTRACTOR's staff who are engaged in program administration.
- B. Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

- C. Make monthly lease payments to property owners/managers for leased housing units not to exceed Fair Market Value pursuant to 24 C.F.R. Section 578.49.

## II. Property Management Coordination

CONTRACTOR shall guide and direct the work of a part-time Property Management Coordinator to coordinate the following activities:

- A. Maintain housing units with a range of needed configurations at locations throughout Santa Cruz County;
- B. Find and acquire replacement housing units as needed. Prior to execution of the lease, CONTRACTOR must notify COUNTY to perform an environmental review;
- C. Establish and maintain positive relationships with property owners/managers;
- D. Receive referrals from COUNTY through Coordinated Entry for clients to be housed in specific units, as approved by authorized COUNTY representative;
- E. Assist MATCH Program participants to understand and sign third-party lease agreements with CONTRACTOR for housing entry, fully executed lease agreements must be sent to COUNTY; and
- F. Coordinate and communicate regularly with designated COUNTY representative(s) to prevent, and when necessary, respond to, housing-related crises.

## III. Leases (24 C.F.R. Section 578.49)

- A. Collect rents from MATCH Program participants and/or representative payees of participants at negotiated rates, not to exceed 30% of participant monthly adjusted income pursuant to 24 C.F.R. Section 578.77.
- B. Deposit rents collected must be in a separate interest-bearing account. CONTRACTOR shall maintain this account as a Rents Collected Reserve Fund.
- C. Use of Rents - CONTRACTOR may utilize Rents Collected Reserve Fund to support the costs of HUD eligible activities set forth in 24 C.F.R. Section 578.97 Program Income.

IV. Operating Costs (24 C.F.R. Section 578.55)

- A. Grant funds may be used to pay the costs of the “day-to-day operation” of transitional and permanent housing in a single structure or individual housing units.
  - 1. The terms “day-to-day operation” means expenses incurred by a recipient operating supportive housing under this part with respect to Subsection B. below.
- B. Eligible costs may include the administration of:
  - 1. Maintenance and reasonable repair of housing;
  - 2. Property taxes and insurance;
  - 3. Scheduled payments to a reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 4. Building security for a structure where more than fifty percent (50%) of the units or area is paid for with grant funds;
  - 5. Electricity, gas, and water;
  - 6. Furniture; and
  - 7. Equipment
- C. Lease payments of additional housing units as directed by COUNTY. Leases must be for one (1) year for the first year of a newly acquired unit.
- D. Negotiate and sign third-party leases with property owners/managers pursuant to applicable HUD guidelines, incorporated into this Contract by reference, and send COUNTY the fully executed lease. Any lease that exceeds HUD Fair Market Rent (FMR) guidelines, incorporated into this Contract by reference, must be approved in advance by COUNTY, leases must be for one year for the first year of a newly acquired unit.
- E. Ensure maintenance and repair of leased housing units through regular inspections using HUD Housing Quality Standards (HQS) inspection form incorporated into this Contract by reference, and prompt response to maintenance/repair requests or needs as negotiated with property owners/managers. Annual HQS must be sent to COUNTY.

#### **4. Coordination of Services and Confidentiality**

To ensure effective coordination of services, COUNTY and CONTRACTOR may exchange client records and information pertinent to program housing; however, COUNTY is not required to provide confidential client information prohibited by state and federal statutes and regulations regarding confidentiality, including, but not limited to Title 42 C.F.R. Part 2 and Title 45 C.F.R. Parts 160 and 164, which cite the Health Insurance Portability and Accountability Act of 1996 Privacy Rule (HIPAA). CONTRACTOR agrees to maintain the confidentiality of all client records in accordance with Exhibit H2 attached herein.

#### **5. HUD and Federal Provisions**

A. The following HUD provisions apply to COUNTY as Recipient and Grantee. CONTRACTOR shall comply with all of COUNTY's obligations stated below. CONTRACTOR:

1. Shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. Agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. Certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. Shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
5. Notwithstanding anything in the Notice of Funding Opportunity (NOFO) or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

B. The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

- C. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.
- D. Subject to the exceptions provided by PRWORA, the recipient must use the Systematic Alien Verification for Entitlements (SAVE) system, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- E. HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.
- F. As stated in Section 111.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this Contract on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.
- G. If any new projects funded under this Contract are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Contract is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.
- H. The budget period and performance period of renewal projects funded by this Contract will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Contract is executed by both parties may be reimbursed with Grants Funds from this Contract . No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.
- I. For any transition project funded under this Contract the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Contract may be paid with funds from the first operating year of this Contract .
- J. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary

in the Application or this Contract, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

- K. The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Contract. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Contract to reflect the change if necessary. HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Contract. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.
- L. The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.
- M. *Build America, Buy America Act*. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- N. *Waste, Fraud, Abuse, and Whistleblower Protections*. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee-as well as a personal services contractor-who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.



## COUNTY OF SANTA CRUZ

### EXHIBIT B – Budget, Fiscal and Payment Provisions

#### 1. Compensation

In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not to exceed \$1,144,281 through the United States Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program; Meaningful Answers to Chronic Homelessness (MATCH) programs; to cover actual administrative costs. The total amount is subject to change based on HUD funding and a finalized agreement for the CoC MATCH program grant. Both parties agree to be bound to the financial breakdown in the Budget Line-Item amounts provided by HUD on their annual agreement which will be reflected in a subsequent amendment once the grant agreement is received by COUNTY. This compensation includes any and all reimbursements due to CONTRACTOR for duties performed pursuant to this Contract as requested by COUNTY including without limitation reimbursement for materials needed to perform these services.

#### 2. Payment Terms

CONTRACTOR will invoice in the format and in the manner required by COUNTY. Invoices at a minimum will include the following: invoice date, invoice number, remit to address including vendor name, agreement number, date(s) of service (if applicable), description of services rendered, and total due. COUNTY will pay CONTRACTOR within thirty (30) calendar days of receipt of an invoice approved by COUNTY. Payments made will be for the following expenditure categories and the maximum amounts paid for each category will be determined by HUD. The maximum amount for all categories combined will not exceed \$1,144,281, which is subject to change based on HUD funding and a finalized agreement for the CoC MATCH program grant.

Remit all invoices to: [hphp.referral@santacruzcountyca.gov](mailto:hphp.referral@santacruzcountyca.gov)

For internal use only. Revisions may be made to address account code changes and/or typographical errors.										
Suffix	1	2	3	4	5	6	7	8	9	10
GL Key	361950	361950	361950	361950	361950	361950	361950	361950	361950	361950
GL Object	62381	62381	62381	62381	62381	62381	62381	62381	62381	62381
JL Key	H37200	H36900	H24900	H34525	H34526	H34527	H36300	H36301	H24901	H34528
JL Object	62381	62381	62381	62381	62381	62381	62381	62381	62381	62381
Total Amount	25,718	1.00	1.00	1.00	1.00	1.00	57,018	1,061,545	1.00	1.00
	Admin						Operations	Leasing		Supportive Services

**Payment A – MATCH I Administrative Costs:** COUNTY will pay Administrative Costs not to exceed the amount directed by HUD in the grant year pursuant to 24 C.F.R Section 578.59 (\$25,718).

**Payment B – MATCH I Leasing:** Total payments not to exceed the amount directed by HUD in the grant year for monthly Rents/Lease payments for forty-one (41) MATCH I units in accordance with HUD reimbursement allowance pursuant to 24 C.F.R. Section 578.49 (\$1,061,545).

**Payment C – MATCH I Operations Costs:** Total payments not to exceed the amount directed by HUD in the grant year for Housing Placement, eligible Property Management, utilities and other activities pursuant to 24 C.F.R. Section 578.55 (\$57,018).

### **3. Budget Control**

- A. With prior written approval of the COUNTY, and in conformance with HUD requirements, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount of the Agreement is not exceeded.
- B. Budget modification(s) may be requested in writing by CONTRACTOR to COUNTY and are subject to prior review and written approval by COUNTY. Any change to the compensation total, if applicable, shall require a contract amendment and may be subject to COUNTY Board of Supervisor approval.

### **4. Reserve Fund – Rents and Move-in Fees Collected**

CONTRACTOR shall deposit rents and move-in fees collected into an interest-bearing account. CONTRACTOR shall maintain this account as a Reserve Fund. CONTRACTOR may utilize Reserve Fund for eligible activities in accordance with requirements of the HUD CoC Program as outlined below (24 C.F.R. Section 578.97):

- A. Operations Costs. Reimbursement of CONTRACTOR operating costs as invoiced and documented, pursuant to 24 C.F.R. Section 578.55 and as approved by the COUNTY.
- B. Lease of Additional Units. For payment of additional leased units as approved by COUNTY.

- C. HUD-Funded Lease Payments. For assistance with making HUD-funded lease payments to landlords, on an as-needed basis, in the event HUD-funded reimbursement payments are delayed. Upon receipt of COUNTY reimbursement to CONTRACTOR for related HUD lease payments, CONTRACTOR shall return said funds to the Reserve Fund.
- D. Excess Costs. Any allowable cost in excess of maximums will require prior written approval by COUNTY before CONTRACTOR can use the Reserve Fund for that purpose.

Total Agreement amount is based on and limited to the availability of funding through the HUD Homeless Continuum of Care Program Grant. If HUD MATCH I funds for this Agreement are reduced or eliminated, the amount available for services provided under this Agreement will likewise be reduced or eliminated. No COUNTY funds will be used to fund services under this Agreement.

## 5. Payments

CONTRACTOR will receive compensation monthly based on the following:

CONTRACTOR will include the payment description, payment designation, suffix, and Job Key (JL Key) for each line item on monthly invoices.

- A. Operating Costs (Payment A) 361950-62381 JL Key H36300 Suffix 07: Payment (in arrears) – CONTRACTOR shall invoice for previous month's expenditure. CONTRACTOR will bill in the format and in the manner required by COUNTY for actual expenses incurred pursuant to 24 C.F.R. Section 578.55. The invoices must have adequately supported time sheets and operating cost documentation. Invoices shall be submitted via email to [hphp.referral@santacruzcountyca.gov](mailto:hphp.referral@santacruzcountyca.gov). COUNTY will pay CONTRACTOR within thirty (30) calendar days of receipt of an invoice approved by COUNTY.
- B. Third Party Leasing Services (Payment B) 361950-62381 JL Key H36301 Suffix 08: CONTRACTOR will bill in the format and in the manner required by COUNTY for actual expenses incurred pursuant to 24 C.F.R. Section 578.49. This request must include proof of monthly rent paid to landlords. Invoices shall be submitted via email to [hphp.referral@santacruzcountyca.gov](mailto:hphp.referral@santacruzcountyca.gov). COUNTY will pay CONTRACTOR

- C. Administrative Costs (Payment C) 361950-62381 JL Key H37200 Suffix 01: CONTRACTOR may invoice for reimbursement of eligible administrative costs pursuant to 24 C.F.R. Section 578.59 for previous month's expenditure. CONTRACTOR will bill in the format and in the manner required by COUNTY for actual expenses incurred. Invoices shall be submitted via email to [hphp.referral@santacruzcountyca.gov](mailto:hphp.referral@santacruzcountyca.gov). COUNTY will pay CONTRACTOR within thirty (30) calendar days of receipt of an invoice approved by COUNTY.

## 6. **Advanced Payment**

- A. Conditions: When a Non-profit, community-based organization granted tax-exempt status under Internal Revenue Code Section 501 requires payment advances, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. Evidence of such shall be retained in the department files. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- B. Amounts: When advances are requested by CONTRACTOR under this Contract, COUNTY agrees to provide CONTRACTOR with a one-time advance for the forthcoming fiscal year in an amount equal to 1/6th of the new year total contract amount or 1/6th of the prior year total contract amount, whichever is less. The proposed new year amount shall not exceed the value shown in the COUNTY Continuing Agreements List (C.A.L.) as approved by the COUNTY Board of Supervisors during the final day of budget hearings, typically at the end of June. Upon execution of a renewed agreement for the forthcoming year.
- C. COUNTY will provide advances commensurate with specifically identified amounts stated in Exhibit B. The objective of the advance is to provide working capital for local non-profits for the provision of services contracted. For the fiscal year, CONTRACTOR will invoice COUNTY in arrears for services provided and are subject to adjustment per review of actual costs and/or units of service provided as set forth in the following paragraph. The months of April, May, and June will also be reduced for CONTRACTOR to repay COUNTY amount of the advance.

## **7. Reports**

CONTRACTOR shall provide COUNTY monthly income and expenses, fund balance, personnel timecards, vendor invoices, leasing agreements with amendments and activity reports including detail of actual lease payments, operating, administrative expenses, rents collected account balance, and housing assistance services payments. Additionally, CONTRACTOR shall provide COUNTY with data as needed, and shall comply with COUNTY audit requirements to meet HUD reporting obligations.

## **8. Invoicing**

CONTRACTOR shall invoice in the form and manner required by COUNTY and in accordance with HUD requirements including submission of monthly invoice for the balance of actual leases and housing search expenses not covered through previously received subsidy fund advances. Remit all invoices to:  
[hphp.referral@santacruzcountyca.gov](mailto:hphp.referral@santacruzcountyca.gov).

## **9. Partial Performance**

In the event that less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's authorized representative.

## COUNTY OF SANTA CRUZ

### EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

#### 1. TERMINATION.

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.
- C. Termination Due to Insufficient Funding. COUNTY's obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide CONTRACTOR at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.
- D. Compensation Upon Termination. In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

#### 2. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, CONTRACTOR, or any third party may sustain as a result of, arising out of, or in any manner connected with CONTRACTOR's performance or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

- B.** Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents engaged in the performance of this Contract (including without limitation unemployment insurance, social security, and payroll tax withholding).

COUNTY may conduct or participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

- 3. INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Contract, or modified in Exhibit X, Paragraph 2 of this Contract, CONTRACTOR, at its sole cost and expense, and for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurance carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Contract.

**A. TYPES OF INSURANCE AND MINIMUM LIMITS**

1. Workers' Compensation Insurance in the minimum statutory required coverage amounts.
2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g.,

owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
5. Cyber liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of CONTRACTOR. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

## **B. OTHER INSURANCE PROVISIONS**

1. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the first effective date of Contract as written on the signature page of this Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage.



This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed reasonable.

2. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
3. All required policies shall be endorsed to contain the following clause: *"This insurance shall not be canceled until after thirty (30) calendar days' prior written notice (ten (10) calendar days for nonpayment of premium) has been given to:*

**County of Santa Cruz  
Health Services Agency  
Attn: HSA Fiscal - Claims  
1080 Emeline Avenue  
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) calendar days' notice (ten (10) calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**County of Santa Cruz  
Health Services Agency  
Attn: HSA Fiscal - Claims  
1080 Emeline Avenue  
Santa Cruz, CA 95060**

5. CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:
- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned

Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

2. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with COUNTY.
3. CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to agreements or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY agree that in performing its obligations under this Contract, CONTRACTOR, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, CONTRACTOR has no right to employment rights or benefits available to COUNTY employees. CONTRACTOR is solely responsible for providing to its own employees all employee benefits required by law. CONTRACTOR shall save COUNTY harmless from all matters relating to the payment of CONTRACTOR's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of CONTRACTOR's performance under this Contract, but COUNTY may verify that CONTRACTOR is performing according to the terms of this Contract.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.
7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONTRACTOR.
8. **INSPECTIONS, AUDITS, AND PUBLIC RECORDS.**

- A. **Inspection of Documents.** CONTRACTOR shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of CONTRACTOR's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. CONTRACTOR shall, upon request by

COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure CONTRACTOR's compliance with the terms of this Contract.

- B. Retention and Audit of Records.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than ten (10) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either, for a period of ten (10) years after final payment under this Contract.
- C. Public Records.** COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY may include but is not limited to the following:
1. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.
  2. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that CONTRACTOR may provide to COUNTY, unless such disclosure is prohibited by court order.
  3. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").
  4. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.
  5. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that CONTRACTOR may provide to COUNTY shall be disregarded and have no effect on COUNTY's right or duty to disclose to the public or governmental agency any such record or data.
- D. Public Records Act Requests.** CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

1. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in CONTRACTOR's possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that CONTRACTOR deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of CONTRACTOR. Within five (5) COUNTY business days after COUNTY's demand, CONTRACTOR shall (a) deliver to COUNTY all of the requested records that are in CONTRACTOR's possession or control, together with a written statement that CONTRACTOR, after conducting a diligent search, has produced all requested records that are in CONTRACTOR's possession or control, or (b) provide to COUNTY a written statement that CONTRACTOR, after conducting a diligent search, does not possess or control any of the requested records.
2. If CONTRACTOR wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. CONTRACTOR's assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days' advance written notice to CONTRACTOR before disclosing any record subject to CONTRACTOR's assertion of exemption from disclosure.
3. CONTRACTOR shall indemnify COUNTY for any court-ordered award of costs or attorney's fees under the CPRA that results from CONTRACTOR's delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.
4. This provision shall not prohibit CONTRACTOR from seeking a protective order to prevent the disclosure of records CONTRACTOR has deemed or marked as confidential or restricted or proprietary.
9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
10. **LIVING WAGE.** If initialed by COUNTY in Exhibit X, Paragraph 3, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and

2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of this Contract will be considered a material breach, and may result in termination of this Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

11. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in this Contract is greater than \$200,000, this Contract is not binding on any party until this Contract has been approved by the Santa Cruz County Board of Supervisors.
12. **REPRESENTATIONS & WARRANTIES AND FINANCIAL REPORTING FOR 501(c)(3) NONPROFIT AGENCIES.**

A. The following representations and warranties are only applicable to 501(c)(3) nonprofit agencies:

1. CONTRACTOR warrants and certifies itself as a nonprofit organization with a 501(c)(3) status in good standing. CONTRACTOR agrees it will continue to operate as a recognized 501(c)(3) organization and in good standing for the duration of this Contract and that failure to do so shall be a material breach of this Contract.

B. Within one hundred eighty (180) calendar days of the end of each of CONTRACTOR's fiscal years occurring during the term of this Contract, CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of CONTRACTOR's operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the County Auditor-Controller-Treasurer-Tax Collector.

1. For the purposes of this Paragraph, "CONTRACTOR's fiscal year" shall be that period CONTRACTOR utilizes for its annual budget cycle.
2. The Contract Administrator with concurrence of the County Auditor-Controller-Treasurer-Tax Collector may agree to extend the deadline for the Financial Statements required by this Paragraph.
3. In the sole discretion of COUNTY, the requirements of this Paragraph may be exempted where the Contract Administrator and the County Auditor-Controller-Treasurer-Tax Collector ascertain that such reporting is not essential, and does certify to its inapplicability by initialing in Exhibit X, Paragraph 4.

C. CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs CONTRACTOR's financial position or substantially interferes with CONTRACTOR's ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the Auditor-Controller-Treasurer-Tax Collector of any impairment upon being notified by CONTRACTOR.

D. For audit authority of the Auditor-Controller-Treasurer-Tax Collector refer to the Paragraph on "Retention and Audit of Records."

**13. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.**

CONTRACTOR is responsible for knowledge of, and compliance with, all County, State, and Federal regulations applicable to expenditure of funds under the terms of this Contract. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Contract. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the County, State, or Federal audit agency.

**14. POLITICAL ACTIVITIES PROHIBITED.** CONTRACTOR agrees to comply with all provisions of the Hatch Act (Title 5 USC, Sections 1501-1508). This includes but is not limited to the provision that none of the funds, provided directly or indirectly, under this Contract shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electorate.

**15. LOBBYING.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 USC Section 501(h) and 26 CFR Section 1.501(h)-1 to 1.501(h)-3.

**16. CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform duties under this Contract in conformance with applicable Federal, State, and local rules and regulations, including applicable facility and professional licensure and/or certification laws. CONTRACTOR shall conform to all provisions of the False Claims Acts including but not limited to 31 USC, Chapter 37, Sections 3729-3733 of the Federal False Claims Act, and Government Code Sections 12650-12656 (State False Claims Act).

**17. RESPONSIBILITY FOR INVENTORY ITEMS.**

- A.** Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Contract having a useful life of three years or greater and a value in excess of three hundred dollars (\$300) is defined as an inventory item. All such items not fully consumed in the work described herein shall be the property of COUNTY at the termination of this Contract unless COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Contract, and for items received on a loan or leased basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) calendar days of the termination of this Contract. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
- B.** Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Contract, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

**18. NONDISCRIMINATION IN SERVICES.**

- A.** By signing this Contract, CONTRACTOR certifies under the laws of the State of California that CONTRACTOR and its subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.
- B.** For the purpose of this Contract, discrimination on the basis of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor includes, but is



not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

- C. CONTRACTOR shall, on a cycle of at least every three (3) years, assess, monitor, and document each subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. CONTRACTOR shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor.

CONTRACTOR shall include nondiscrimination and compliance provisions in all subcontracts. CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

- D. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

- 19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY Administrator or their designated representatives, including the Auditor-Controller-Treasurer-Tax Collector of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Contract, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges

its duties and responsibilities regarding such records under such statutes and regulations.

20. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Contract. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State, and COUNTY requirements. CONTRACTOR agrees to provide COUNTY's Administrator, or their designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
21. **REPORTS.** CONTRACTOR shall submit written reports of operations and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY's Administrator. Submitted electronic written reports shall comply with accessibility standards including Web Content Accessibility Guidelines (WCAG).
22. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Contract shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright, or patent right by CONTRACTOR in the United States or in any other country without the express written consent of COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright, or patent such material in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright, or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced under this Contract.
23. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Contract shall be permitted with the informed consent of the recipient and only after CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Contract.
24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR's claim for travel expense for food and lodging must be directly related to this Contract and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY's Contract Administrator.

25. **CONTRACTOR PERSONNEL STANDARDS.** CONTRACTOR shall determine that all staff providing services under this Contract shall be qualified to perform the job requirements under this Contract.
26. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year-end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Contract.
27. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) calendar days after date of said determination.
28. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this Paragraph change or come into question.
29. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in cross-cultural situations.
30. **MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA).** As applicable to Scope of Services, CONTRACTOR shall: provide information and outreach to individuals and families about Medi-Cal services, refer individuals and families to Medi-Cal eligibility sites, assist individuals and families with aspects of the Medi-Cal application process, assist individuals and families with access to Medi-Cal covered services, assist in referring, monitoring and coordination of care including without limitation transportation, and if necessary, accompany individuals and families to Medi-Cal covered health services. Additionally, CONTRACTOR shall work with community and government agencies to identify and fill gaps in health and Medi-Cal services by collaborating and planning for individuals and families in need of such services and assist in implementation and oversight of Medi-Cal Administrative Activities claims process.
31. **SURVIVAL OF PROVISIONS.** The duties and obligations of the parties set forth in Paragraph 1.D. – Compensation Upon Termination, Paragraph 2 – Indemnification for Damages, Taxes, and Contributions, Paragraph 8 – Inspections, Audits, and Public Records, and Paragraph 19 – Confidentiality of Records of this Exhibit shall survive the expiration or termination of this Contract.

### **32. NOTICES.**

- A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:

Administrative Services Manager  
HSA Health Centers Division  
PO Box 962  
Santa Cruz, CA 95061-0962  
julian.wren@santacruzcountyca.gov

For CONTRACTOR:

President  
Front Street Inc.  
2115 7th Avenue  
Santa Cruz, CA 95062  
amccabe@frontst.com

- B. Change of Contact Information. Either Party may change the information in Paragraph 32.A by giving notice as provided in Paragraph 32.C.

- C. Method of Delivery. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

1. A notice delivered by personal service is effective upon service to the recipient.
2. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
3. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
4. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

### **33. GENERAL TERMS.**

- A. Compliance with Laws. CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract, including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. CONTRACTOR bears sole responsibility for any

violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Paragraph 2 of this Contract.

- B. Standard of Practice.** CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.
- C. Prior Acts Ratified.** Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.
- D. Modification.** This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. CONTRACTOR acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.
- E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers.** No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to CONTRACTOR in the event of any default or breach by COUNTY.
- F. Governing Law.** The laws of the State of California govern all matters arising from or related to this Contract.
- G. Jurisdiction and Venue.** This Contract is signed and performed in Santa Cruz County, California. CONTRACTOR consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.
- H. Construction.** The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.
- I. Headings.** The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.
- J. Severability.** If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

- K. No Waiver.** Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.
- L. No Third-Party Beneficiaries.** This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.
- M. Force Majeure.** Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.
- N. Authorized Signature.** CONTRACTOR represents and warrants to COUNTY that:
1. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.
  2. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.
- O. Integrated Contract.** This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.
- P. Counterpart Execution.** This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

## **COUNTY OF SANTA CRUZ**

### **EXHIBIT H<sub>2</sub>- HIPAA BUSINESS SERVICES ADDENDUM**

#### **COUNTY as COVERED ENTITY**

This Business Associate Addendum ("Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, (hereinafter referred to as "County") and CONTRACTOR (hereinafter referred to as "Business Associate") in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

#### **1. Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Addendum, Business Associate may use or disclose protected health information only to perform functions, activities or services for or on behalf of the County, as specified in the Contract, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate.

#### **2. Further Disclosure of PHI**

The Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.

#### **3. Safeguarding PHI**

The Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.

#### **4. Unauthorized Use or Disclosure of PHI**

The Business Associate shall report to the County any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation of the Privacy Rule. The Business Associate shall mitigate to the extent practicable any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum. Business Associate shall report to County within twenty-four hours during a work week of discovery by Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

#### **4.1 Restrictions On Reproductive Health Care Information**

Business Associate shall not share or disclose any data potentially related to reproductive health care in contradiction with the HIPAA Final Rule and California Civil Code. This shall apply to Business Associate's subcontractors/consultants. Business Associate shall ensure that all contracts for services relating to this Contract include compliance with this Paragraph.

When Business Associate receives a request for PHI potentially related to reproductive health care for PHI received from, or created or received by the Business Associate on behalf of the County, Business Associate must obtain a signed attestation from the requestor that clearly states the requested use or disclosure is not for the prohibited purposes as described in 45 Code of Federal Regulations 164.502(a)(5)(iii)(A) where the request is for PHI for any of the following purposes:

- a) Health oversight activities
- b) Judicial or administrative proceedings
- c) Law enforcement
- d) Regarding decedents, disclosures to coroners and medical examiners

#### **5. Agents and Subcontractors of the Business Associate**

The Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the County, shall comply with the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

#### **6. Access to PHI**

At the request of the County, and in the time and manner designated by the County, the Business Associate shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations section 164.524.

#### **7. Amendments to Designated Record Sets**

The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

#### **8. Documentation of Uses and Disclosures**

The Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

#### **9. Accounting of Disclosure**



The Business Associate shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

**10. Records Available to County and Secretary**

The Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from the County, or created or received by the Business Associate on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the privacy requirements, in the time and manner designated by the County or the Secretary.

**11. Destruction of PHI**

Upon termination of this Addendum for any reason, the Business Associate shall:

- a) Return all PHI received from the County, or created or received by the Business Associate on behalf of the County required to be retained by the Privacy Rule; or
- b) Return or destroy all other PHI received from the County, or created or received by the Business Associate on behalf of the County.

This provision shall apply to PHI in possession of subcontractors or agents of the Business Associate. The Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Business Associate shall extend the protections of this Addendum to such PHI and limit further use and disclosures of such PHI for so long as the Business Associate, or any of its agents or subcontractors, maintains such PHI.

**12. Amendments to Addendum**

The Parties agree to take such action as is necessary to amend this Addendum as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

**13. Mitigation of Disallowed Uses and Disclosures**

The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Addendum or the Privacy Rule.

**14. Data Aggregation**

The Business Associate may provide data aggregation services related to the health care operation of the County.

**15. Termination of Contracts**

The County shall terminate this contract upon knowledge of a material breach by the Business Associate which the Business Associate fails to cure.

**16. Assistance in Litigation or Administrative Proceedings**

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Addendum, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its employees or officers based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

**17. No Third-Party Beneficiaries**

Nothing expressed or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**18. Regulatory References**

A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

**19. Survival**

The respective rights and obligations of Business Associate under Section 11 of this Addendum shall survive the termination or expiration of this Addendum.

**20. Generative Artificial Intelligence (GenAI) Technology Use And Reporting**

- a) Business Associate shall not include or make available in their services or any work carried out under this Contract any GenAI technology, including GenAI from third parties or subcontractors, as GenAI technology can materially impact functionality, risk, or contract performance,
- b) If Business Associate discovers any GenAI technology (including from third parties) has been used or made available in work or deliverables during the term of this Contract, Business Associate shall notify County in writing immediately.

- c) Business Associate failure to disclose GenAI and/or failure to submit reporting to County in compliance with this Paragraph may be a material breach of the Contract, as determined in County's sole discretion, and County may consider such failure as grounds for the immediate termination of this Contract. County is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
- d) County reserves the right to amend the Contract, without additional cost, to incorporate additional GenAI Special Provisions at its sole discretion and/or terminate any contract that presents an unacceptable level of risk.
- e) This section shall apply to Business Associate's subcontractors/consultants. Business Associate shall ensure that all contracts for services include compliance with this Paragraph.

## Certificate Of Completion

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Santa Cruz, CA 95060

hsa.adminprocessing@santacruzcountyca.gov

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## Signer Events

John Nguyen

JOHN.NGUYEN@SANTACRUZCOUNTYCA.GOV

Lead Assistant County County Counsel

Security Level: Email, Account Authentication  
(None)

## Signature

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

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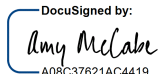
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Amy McCabe

amccabe@frontst.com

President

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Jennifer Herrera

Jennifer.Herrera@santacruzcountyca.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

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Maite Arce Maite.Arce@santacruzcountyca.gov Associate Analyst County of Santa Cruz Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2022 4:56:31 PM ID: 70c46901-390f-4f85-835d-95aea61b72d1		Sent: 5/15/2025 9:53:39 AM
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Julian Wren Julian.Wren@santacruzcountyca.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/25/2022 3:13:45 PM ID: 46785896-31d5-43c2-9381-a66ea83c5f33		
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