

Contract No. 25M0002

STANDARD SERVICES CONTRACT (NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Housing Matters, hereinafter called CONTRACTOR. COUNTY and CONTRACTOR are each a "Party" to this Contract and are collectively the "Parties" to this Contract. The Parties agree as follows:

1. **DUTIES.** CONTRACTOR shall perform the following duties: Provide low-barrier navigation center services. These duties are described in further detail in Attachment A, "Scope of Services", which is attached hereto and incorporated herein by reference.

2. **COMPENSATION.** COUNTY agrees to pay, and CONTRACTOR agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed \$641,838, as set forth in further detail in Attachment B, "Terms of Payment".

3. **TERM.** The term of this Contract shall be: 02/01/2025 through 12/31/2025. If this Contract is placed on the COUNTY's Continuing Agreement List before the Contract term expires, the Parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **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.

5. 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 5 and 6 shall include, without limitation, its officers, officials, 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.

This Paragraph 5 shall survive the termination or expiration of this Contract.

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with 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 insurances 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 from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. Types of Insurance and Minimum Limits

- i. Workers' Compensation Insurance in the minimum statutorily required coverage amounts.

ii. 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.

iii. 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.

iv. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

v. 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

i. 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 date first written in Paragraph 3 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 to be reasonable.

ii. 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.

iii. 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 (10 calendar days for nonpayment of premium) has been given to:

**County of Santa Cruz
Human Services Department
Attn: Centralized Contracts Unit
1040 Emeline Ave
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 (10 calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

iv. 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
Human Services Department
Attn: Centralized Contracts Unit
1040 Emeline Ave
Santa Cruz, CA 95060**

v. 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.

7. **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, 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, 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:

i. 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, 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

ii. 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 contracts with COUNTY.

iii. CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(i) and 7B(ii) 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 contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR. 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.

9. 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:
Centralized Contracts Unit
Human Services Department
1040 Emeline Avenue
Santa Cruz, CA 95060
HSDCCU@santacruzcountyca.gov

For CONTRACTOR:
Housing Matters
Attn: Phil Kramer
115B Coral Street
Santa Cruz, CA 95060
pkramer@housingmatterssc.org

B. Change of Contact Information. Either Party may change the information in Paragraph 9.A by giving notice as provided in Paragraph 9.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.

- i. A notice delivered by personal service is effective upon service to the recipient.
- ii. 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.
- iii. 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.
- iv. 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.

10. NONASSIGNMENT. CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.

11. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONTRACTOR.

12. 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 five (5) 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 five (5) 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:

- i. 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.
- ii. 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.
- iii. 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").

iv. 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.

v. 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.

i. 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.

ii. 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.

iii. 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.

iv. 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.

E. This Paragraph 12 shall survive the termination or expiration of this Contract.

13. 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.

14. ATTACHMENTS. CONTRACTOR shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

Attachment A, "Scope of Services"
Attachment B, "Terms of Payment"
Attachment C, "Data Privacy and Security Confidentiality Agreement"
Attachment D, "Non-Discrimination Assurance of Compliance"
Attachment E, "Statewide Automated Welfare System (SAWS) Access"

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

15. LIVING WAGE. This Contract is covered under Living Wage provisions if this Paragraph is initialed by COUNTY_____.

If Item # 15 above is initialed by COUNTY, 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. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the 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.

16. NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS. 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. The following requirements shall be satisfied, in addition to all other requirements of this Contract:

A. **WEB LINKS** – If CONTRACTOR has an organizational website, it is a requirement of this Contract that CONTRACTOR to provide hyperlinks to the websites of the following organizations: the County of Santa Cruz, the current website address of which is <https://www.santacruzcountycalifornia.gov>, and Workforce Santa Cruz County, the current website address of which is <https://workforcescc.com/>.

17. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES. Each of the following requirements shall be satisfied, in addition to all other requirements of this Contract.

A. Within 180 days of the end of each of the CONTRACTOR's fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two (2) copies of Financial Statements relating to the entirety of the 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 Santa Cruz County Auditor-Controller-Treasurer-Tax Collector ("ACTTC").

i. For the purposes of this paragraph, "CONTRACTOR's fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.

ii. The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this Paragraph.

B. In the sole discretion of COUNTY, the requirements of this Paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).

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 ACTTC of any impairment upon being notified by CONTRACTOR.

D. For audit authority of the ACCTC refer to the Paragraph 12.B. "Retention and Audit of Records."

18. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

19. 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 5 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:

i. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.

ii. 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.

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[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE

Contract No. 25M0002

STANDARD SERVICES CONTRACT

IN WITNESS WHEREOF, the parties hereto agree to the terms set forth above.

2. HOUSING MATTERS

By: Phil Kramer 2/25/2025
SIGNED F923F3DD63E448...

Phil Kramer, Executive Director
PRINTED

4. COUNTY OF SANTA CRUZ

By: Randy Morris 2/26/2025
SIGNED D31FBBB750084B1...

Randy Morris, Director
PRINTED

Company Name: Housing Matters

Address: 115 B Coral Street, Santa Cruz, CA 95060

Telephone: (831) 458-6030

Fax: _____

Email: pkramer@housingmatterssc.org

1. APPROVED AS TO FORM

Signed by:
Arthur G. Wille 2/24/2025
SIGNED ED318C222C994D0...
Office of the County Counsel

3. APPROVED AS TO INSURANCE

Signed by:
Gina Borasi 2/24/2025
SIGNED E4EADC5BA53B4DB...
Risk Management

DISTRIBUTION:

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Housing Matters

Attachment A – Scope of Services, FY 2024-2026

Contract No. 25M0002

HOUSING MATTERS

MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

I. CONTRACT OVERVIEW

To provide expanded housing-focused, low-barrier navigation center shelter and rehousing services for unsheltered Santa Cruz County individuals over age 18 who are experiencing homelessness and have serious behavioral health conditions, the County of Santa Cruz (COUNTY) is entering into a contract with Housing Matters (CONTRACTOR) for Housing First, low-barrier, service-enriched shelter, housing navigation, and hygiene services. Eligible individuals referred through the County Health Services Agency's Behavioral Health Division shall receive CONTRACTOR services, including shelter, bathroom and shower amenities, nutrition services including meals and light snacks, and housing-focused case management, access to behavioral health services and housing problem solving assistance.

II. PERFORMANCE MEASUREMENTS*

Result: Participating individuals will obtain temporary housing-focused shelter.	
How Many Services Will Be Provided?	Up to 20 unsheltered individuals shall receive temporary hotel stays until the navigation center becomes operational.
	When the navigation center becomes operational: 32 unsheltered individuals per night shall become sheltered, fed, and have access to hygiene services. 100% of households will be enrolled in program documented in Homeless Management Information System (HMIS) during contract year.
	When the navigation center becomes operational: 32 households served by program and documented in HMIS on a given day.
	70 unduplicated unsheltered individuals per year shall become sheltered, fed, and have access to hygiene services.
	70 unduplicated unsheltered individuals per year shall receive housing problem solving assistance, housing-focused case management, and access to on-site Behavioral Health services.
	100% of heads of households enrolled in program will have a service recorded in HMIS.
How Well Are Services Provided?	80% of households enrolled in a program will complete Status Updates and Current Living Situation assessments in HMIS every 90 days minimum.
	80% of households will have a personal contact information listed in HMIS.
	80% of households will have one or more additional contact person's information listed in HMIS – primary care provider, emergency contacts, or other contacts.
	90% of households will exit with stays of six months or less.
Is Anyone Better Off?	40% of clients will exit to a permanent housing situation.
	80% of clients will increase their income.
	80% of clients will increase their public benefits.
	80% of clients will have health insurance as documented with status updates and at program exit.

*Data Collection Tool is HMIS and Reporting Tool is Clarity Reports

Attachment A – Scope of Services, FY 2024-2026

Contract No. 25M0002

HOUSING MATTERS

MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

III. SERVICE PRINCIPLES

A. CONTRACTOR shall ensure the program adheres to the following principles:

1. “Housing First” Philosophy¹: There are no requirements for sobriety, income, adherence to substance use treatment and/or mental health treatment, and/or participation in case management to receive program services. The focus is on shelter as a step towards permanent housing. All participants are engaged in creating a housing plan and supported as they follow it to remove barriers and attain permanent housing. The program may have requirements related to actively working toward a long-term housing plan with staff.
2. Trauma Informed Care (TIC)²: The experience that a person has while homeless is incredibly impactful on their life. Service enriched emergency shelter policies and procedures and CONTRACTOR response to behavioral incidents are guided by TIC principles and practice.
3. Harm Reduction³: Emergency shelter services under this Contract do not mandate abstinence from drugs and alcohol or require treatment for mental health symptoms or substance use. Responses to participant situations focus on behaviors related to the health and safety of the individual, other participants, and staff in the shelter, and the intent is to keep someone in shelter safely. Exits due to behavior are reserved for only the most severe incidents or when there are multiple incidents that continue to put safety at risk.

IV. CONTRACTOR RESPONSIBILITIES

A. GENERAL

1. CONTRACTOR shall comply with the newly developed Housing for Health Partnership Emergency Shelter Standards within thirty (30) calendar days after adoption by the Continuum of Care. COUNTY will provide notice thirty (30) calendar days prior to the effective date for complying with newly adopted standards.
 - a. CONTRACTOR shall make a formal written request to waive specific standards, if necessary, during this contract period.
2. CONTRACTOR shall abide by the terms of all incorporated attachments (See Standard Services Contract, section 14, Attachments).

B. TEMPORARY HOTEL STAYS

1. CONTRACTOR shall secure up to 20 hotel rooms for program participants until the navigation center becomes operational.
2. CONTRACTOR shall only invoice COUNTY for room rates up to States General Services Administration (GSA) daily lodging rates in effect at time of stay, as published at www.gsa.gov/perdiem and adopted by the County of Santa Cruz Auditor-Controller (hereafter referred to as the “Adopted GSA Daily Lodging Rates”). Refer to GSA per diem rates for maximum allowable costs.

¹ <https://hcd.ca.gov/grants-funding/active-funding/docs/housing-first-fact-sheet.pdf>

² <https://homelessstrategy.com/the-increasing-need-for-trauma-informed-care-shelters/>

³ https://hhrcrtraining.org/system/files/paragraphs/download-file/file/202403/HHRC_Low_Barrier_Shelter_Policies_508.pdf

Attachment A – Scope of Services, FY 2024-2026

Contract No. 25M0002

HOUSING MATTERS

MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

- a. Daily room rates exceeding the Adopted GSA Daily Lodging Rates may be authorized by the County, in the County's sole and exclusive discretion, under the following circumstances:
 1. If CONTRACTOR can demonstrate no available hotel rooms within the Adopted GSA Daily Lodging Rates, AND
 2. As funding is available, AND
 3. The presented rate does not exceed 10% above the established Adopted GSA Daily Lodging Rates, OR
 4. COUNTY pre-approves a higher rate in writing when a participant is experiencing a documented severe health or safety risk that could be mitigated by a short-term hotel stay of 7 days or less.
 3. COUNTY will only pay for the 20 rooms occupied by the program participants at the agreed upon rate.
 - a. COUNTY will not be responsible for any incidentals, damages, or any additional charges incurred by occupants above the daily room rate.
 4. Prior to the navigation center becoming operational, and while up to 20 participants are housed temporarily in hotel rooms, CONTRACTOR shall provide the following services to the participants:
 - a. Provide daily meal services which may include food vendor gift cards.
 - b. Conduct daily in-person engagements with participants at the hotel.
 - c. Provide hotel management point of contact information to participants.
 - d. Serve as a liaison between hotel management and participants and help mitigate issues that may risk participant stay.
 5. CONTRACTOR shall ensure that participants adhere to the six-month occupancy limit.
 - a. Exceptions to the six-month occupancy limit may be made by the COUNTY's Housing for Health Division upon request by CONTRACTOR when participants are actively engaged to find housing, are following a mutually agreed upon exit plan, or they are on the Coordinated Entry Housing Queue.
 - i. CONTRACTOR may request an extension, by submitting a written extension request that will be reviewed and approved by the COUNTY's Housing for Health Division.
 - ii. Extension requests must be resubmitted monthly after the initial six-month stay has lapsed and must include a rationale for the extended stay and updated exit plans.
- C. RESPONSIBILITIES AT THE NAVIGATION CENTER

Attachment A – Scope of Services, FY 2024-2026

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HOUSING MATTERS

MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

1. Once the navigation center becomes operational, CONTRACTOR shall ensure a capacity to serve up to 32 participants at any given time with emergency shelter services on its campus.
2. CONTRACTOR shall:
 - a. Monitor program operations, including participant activities, such as move-in/move-out.
 - b. Conduct heat treatment for bed bugs of all belongings excluding electronics/fragile items upon entry, and on as-needed basis if participants bring additional items into the shelter.
 - c. Conduct weekly safety inspection of all beds and personal spaces.
 - d. Support sanitary services which include conducting an annual inspection for the kitchen and regular inspections conducted by fire marshal.
 - e. Meet at least once weekly with County Behavioral Health Staff for care coordination planning. Meetings will include, but are not limited to reviewing program roster, new guests, and planned exits.
3. CONTRACTOR shall ensure participants have:
 - a. 24 hour/7 days per week (24/7) access to their sleeping areas and bathrooms.
 - b. Daily access to showers.
 - c. Daily access to two meals, one hot, and snacks.
4. CONTRACTOR shall ensure hygiene services include:
 - a. Bathrooms and showers for all enrolled shelter participants.
 - b. Daily cleaning and regularly scheduled deep-cleaning services as well as provision of basic hygiene supplies such as soap, toilet paper, and access to clean towels.
 - c. Incontinence and female hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to participants as needed.
 - d. Notice posted on campus and distributed to participants in the event hygiene services must be temporarily closed for maintenance, cleaning, or for other campus operation needs.

D. PARTICIPANT GRIEVANCES

1. CONTRACTOR shall maintain an internal grievance and complaint procedure for participants participating in the project.
2. CONTRACTOR shall provide COUNTY with a copy of the internal grievance and complaint procedure at the outset of the term of this Contract.
3. CONTRACTOR shall notify COUNTY immediately of any grievances or complaints that may not get resolved internally, time is of the essence.

Attachment A – Scope of Services, FY 2024-2026

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HOUSING MATTERS

MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

4. CONTRACTOR shall respond as soon as reasonably possible to any COUNTY request for information regarding any known or suspected grievance or complaint.
5. CONTRACTOR shall immediately notify COUNTY Housing for Health Division Manager of any significant issues with program participants; time is of the essence. Significant issues include, but are not limited to, disciplinary, emergency health, or safety issues that impact participants' stay. Examples include, but are not limited to, calls to 911 for health or safety issues, crisis or emergency health interventions for a participant, physical violence on-site or around the operational site(s), illegal activities on or around the premises.
6. CONTRACTOR shall immediately notify COUNTY Behavioral Health Services Program Coordinator of any significant issues with a participant to coordinate with that participant's treatment team for support in navigating challenges and planning.

E. CLIENT NAVIGATION/CASE MANAGEMENT

1. CONTRACTOR shall enroll participants in HMIS. This includes full registration, entry of specific services provided, quarterly updates, and full exit survey.
2. CONTRACTOR shall assist participants through the Housing for Health Partnership (H4HP) CES process pursuant to current CES policies.
 - a. CONTRACTOR shall make a formal written request to waive specific policies, if necessary, during this contract period.
 - b. All participants shall be encouraged to engage in programs offered through H4HP CES.
3. CONTRACTOR shall connect participants to the following benefits and services, as applicable:
 - a. General Assistance, CalWORKs, Social Security, or other income supports.
 - b. CalFresh.
 - c. CalFresh Employment and Training (CFET) and other educational and employment resources.
 - d. Medi-Cal or other health insurance.
 - e. Central California Alliance for Health enhanced care management and additional services, if eligible.
 - f. Health services at Homeless Persons' Health Project (HHP) or another primary care provider.
 - g. Dental services through Dientes Community Dental or another dental provider.
 - h. Behavioral health services through COUNTY's Behavioral Health Access Team, Central California Alliance for Health, or other providers.
 - i. Affordable housing programs and subsidies.

Attachment A – Scope of Services, FY 2024-2026

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HOUSING MATTERS

MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

- j. Other applicable and desired personal community resources.
- 4. CONTRACTOR shall provide housing-focused case management services to all participants, with the goal of supporting participants to rapidly exit homelessness into permanent homes. As part of its services, CONTRACTOR shall:
 - a. Complete a Housing Needs Assessment (HNA) for all participants without an active HNA in HMIS, within sixty (30) days of enrollment and update the assessment as needed during participant's stay.
 - b. Complete and maintain a Housing Action Plan (HAP) for all participants without an active plan within thirty (30) days after enrollment, and update plans at least every thirty (30) days.
 - c. Support participants in establishing goals and action steps that will lead to permanent housing such as creating a housing packet, securing identification, reconnecting with supportive friends or family, submitting rental applications, and attending apartment showings.
 - i. Participants should not be required to participate in any activities unrelated to securing or maintaining housing.
 - d. Meet weekly at minimum with participants to discuss and collaborate on the HAP to discuss progress; successes and challenges; identify barriers and strategies to overcome them; and set new activities and interim goals.
 - i. CONTRACTOR shall ensure HAP notes are recorded for these meetings within the HAP assessment in HMIS. Notes shall include topics discussed, goals worked on, actions taken, and next steps.
 - e. Participate in COUNTY's recommended collaborative workgroups.
 - f. Collaborate with other external service providers working with participants to maximize impact and avoid duplication of services.

F. HOUSING FOR HEALTH HOUSING PROBLEM SOLVING SERVICES

- 1. CONTRACTOR shall:
 - a. Conduct outreach to property agents (owners/managers) with participants for open units based on the housing plans and preferences of each participant including factors such as unit size, neighborhood, rent amount, accessibility, unit viewings and inspections.
 - b. Provide general education on how to communicate with property agents, responding to property listings, identifying fraudulent listings, and creating a successful housing application.
 - c. Help participants successfully secure housing.

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- d. Utilize available housing financial resources and incentives to support participants in their housing search.

V. ELIGIBILITY CRITERIA

A. BASIC ELIGIBILITY CRITERIA FOR PLACEMENT AT THE SITE

1. CONTRACTOR shall follow a low-barrier model for entry into the program.
 - a. The basic eligibility for entry into the program, as established by COUNTY, is that participants are individuals 18 or older, experiencing homelessness (literally homeless, unsheltered), do not have minor children in their care, and have at least one serious behavioral health condition as confirmed by the referral from the County Health Services Agency's Behavioral Health Division.
 - b. CONTRACTOR shall coordinate participant entry with COUNTY Behavioral Health team Program Coordinator to ensure participants meet criteria prior to entry. Participants may need to be assessed by County Health Services Behavioral Health Division prior to placement.

VI. PROGRAMMATIC OR FACILITIES MODIFICATION

- A. CONTRACTOR shall make no changes to the program as described in this scope of services, or modifications/alterations to any buildings or facilities required for operations of this program, without prior consultation and written agreement with COUNTY.

VII. COUNTY RESPONSIBILITIES

1. COUNTY will provide SAWS web access to CONTRACTOR as outlined in Attachment E – Statewide Automated Welfare System (SAWS) Access, as a read-only mechanism for CONTRACTOR to assess eligibility of potential participants.
 - a. Upon request, COUNTY will provide web access to identified CONTRACTOR staff for the BenefitsCal application (<https://benefitscal.com/>), which may be used to assist participants in verification of eligibility for services.

VIII. REPORTING

1. CONTRACTOR shall utilize the HMIS, as determined by COUNTY, to enter, track and measure data on each participating individual, based on the Performance Measurement outcomes stated in this scope of services.
2. CONTRACTOR shall utilize monthly reports and other reports as needed, to enter, track and measure data not already captured within HMIS, based on the Performance Measurement outcomes stated in this scope of services.
3. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of services. CONTRACTOR shall use a reporting template created by the COUNTY, which are due the last business day in January and the last business day in July, or within 30 days of receipt of COUNTY template. Failure to submit Semi-Annual Reports by the dates due may result in the

Attachment A – Scope of Services, FY 2024-2026

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MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

withholding of payment for invoices until the report is submitted. The COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by the last business day in April.

4. CONTRACTOR shall provide County Health Services Agency Behavioral Health Division Program Coordinator with data on participants required for grant and program reporting, as needed, but no more frequently than monthly.

IX. ADDITIONAL TERMS AND CONDITIONS

- A. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of services, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR's failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to participate in a Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the Contract (see Standard Services Contract, section 4, Termination).
- B. Federal Funding: CONTRACTOR certifies that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
- C. Uninterrupted Provision of Services: In order to maintain uninterrupted services under this Contract, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff shall be replaced within ninety (90) days of the start of staffing vacancies. Program or direct service staff vacancies not filled within ninety (90) days shall require CONTRACTOR to provide regular recruitment updates to COUNTY, and may result in modifying the Scope of Services and/or Terms of Payment of the Contract or termination of the Contract, if deemed necessary by COUNTY.
- D. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded fully or in part by this Contract (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within ten (10) business days of occurrence.
- E. Instruction: CONTRACTOR shall provide this Scope of Services to all of its employees who conduct activities under this Contract, so that CONTRACTOR staff clearly understands expected activities per this Contract. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this Contract, in the requirements of this Contract.
- F. Subcontractors:
 1. CONTRACTOR shall be solely responsible for monitoring services provided by any subcontractor(s) and compensating subcontractors from the funds described in Attachment B – Terms of Payment. Failure to provide payment to subcontractors for agreed upon

Attachment A – Scope of Services, FY 2024-2026

Contract No. 25M0002

HOUSING MATTERS

MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

services to referred participants may be cause for Corrective Action, as described in Additional Terms and Conditions – IX.A.

2. CONTRACTOR shall ensure that any subcontractor complies with COUNTY requirements as outlined in this Contract.
- G. Consistency of Service: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the COUNTY.
- H. Publicity and Outreach:
1. CONTRACTOR shall obtain COUNTY approval prior to use of any program marketing materials indicated as a deliverable to or requirement of this Contract.
 2. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all marketing materials related to this Contract, including but not limited to flyers, brochures, written success stories, social media posts, and website information, and will obtain these directly from COUNTY authorized staff for approved uses.
 3. As a recipient of government funding, CONTRACTOR shall ensure that electronic documents and websites at minimum comply with the Americans with Disabilities Act (ADA)⁴ requirements, and will make reasonable efforts to improve accessibility whenever possible.
- I. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this Contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-4706 or alan.villatuya@santacruzcountycalifornia.gov. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this Contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

⁴ <https://www.ada.gov/>

Attachment B – Terms of Payment, FY 2024-26

Contract No. 25M0002

HOUSING MATTERS
MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

I. BUDGET

LINE-ITEM EXPENDITURES	PROGRAM COSTS FY 2024-26
PERSONNEL COSTS - SALARIES & BENEFITS	\$100,489
NON-PERSONNEL COSTS	\$8,000
PARTICIPANT COSTS	\$475,000
ADMINISTRATIVE OVERHEAD	\$58,349
GRAND TOTAL	\$641,838

II. BUDGET MODIFICATION

1. Transfers between budget categories within a specific fiscal year may be made only through a budget modification, which must be requested to the COUNTY in writing by the CONTRACTOR in advance of the modification, providing the transfer is less than 30% (cumulative), is within a single budget suffix of the approved budget, and is within the total original fiscal year budget.
2. Budget modification requests must be received no later than May 1st of the fiscal year in which the budget modification is applicable and must have prior approval by COUNTY authorized staff to be approved.
3. Other transfers of funds may only be approved through written approval of the Board of Supervisors and execution of a contract amendment. Contract amendments must be requested two calendar months prior to the proposed effective date of the amendment to allow time for the Board approval process.

III. INVOICES

1. CONTRACTOR shall provide monthly invoices, along with any required backup documentation, using an invoice template and/or web-based database created or approved by COUNTY, documenting service costs based on CONTRACTOR shall provide monthly invoices, along with any required backup documentation, using an invoice template and/or web-based database created or approved by COUNTY, documenting services costs based on Clause I. Budget, above.
 - a. Invoices are subject to review by COUNTY program and/or fiscal staff prior to payment to ensure costs meet funding source requirements. Funding source requirements are subject to change, and COUNTY will provide as much notice as reasonably possible regarding said changes. Costs not meeting funding source requirements may not be paid.

Attachment B – Terms of Payment, FY 2024-26

Contract No. 25M0002

HOUSING MATTERS
MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcountyca.gov within thirty (30) calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices, **representative of actual costs incurred to date** as reflected in clause 2. COMPENSATION of this Agreement, for specific fiscal years by 5 p.m. on the second calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.
4. CONTRACTOR shall submit final June invoice, **representative of actual costs incurred to date** as reflected in clause 2. COMPENSATION of this Agreement, for specific fiscal years by 5 p.m. on the second calendar Friday of July in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

“CONTRACTOR”: HOUSING MATTERS

1. PREAMBLE

Contractor, its employees, subcontractors, representatives, volunteers and agents (hereinafter collectively referred to as CONTRACTOR), is involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (COUNTY), and may have access to confidential data and personally identifiable information (PII) pertaining to persons and/or entities receiving services from the COUNTY (PARTICIPANT CLIENT). The COUNTY has a legal obligation to protect all such PII in its possession, with special consideration for PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that all PII shall be protected by CONTRACTOR.

Additionally, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or other vendors doing business with the COUNTY. As a condition of the attached agreement, CONTRACTOR agrees to these terms as well as adherence to Welfare and Institutions Code section 14100.2; Code of Federal Regulations section 431.300, section 45 Parts 160 & 164; Sections 453 and 1137 of the Social Security Act, and any other State and Federal regulations that also require confidentiality and privacy of client information, as applicable.

2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained while performing services outlined in this agreement that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes but is not limited to any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, biometric record, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
- b. "Confidential Materials" includes:
 - i. All financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY, whether hard copy or electronic data; and
 - ii. All COUNTY proprietary information including but not limited to design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created, or provided to or by CONTRACTOR; and
 - iii. Any other proprietary information supplied to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference to an information system which processes PII that is under the control of the COUNTY or the CONTRACTOR.
- d. "Secure environment" means any area where services are administered or where PII is used, disclosed, or stored in hard copy or electronic format.
- e. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other

Attachment C – Data Privacy and Security Agreement

Agreement No. 25M0002

than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. AGREEMENTS

- a. CONTRACTOR shall not to divulge to any unauthorized person, company, or organization any PII obtained while performing work pursuant to the attached agreement without the prior written consent of the PARTICIPANT CLIENT and/or COUNTY. **Unauthorized disclosure is a violation of County policy and a violation of law**, including, but not limited to Welfare & Institutions Code §10850.
- b. CONTRACTOR shall forward all requests received for the release of PII to COUNTY.
- c. CONTRACTOR shall maintain and protect Confidential Materials and PII against disclosure.
 - i. CONTRACTOR shall limit access and use of any PII to “business need” solely for the purpose of administering the program supported by this attached agreement.
 - ii. CONTRACTOR may not copy, modify, or delete any data unless CONTRACTOR receives prior written approval from HSD. CONTRACTOR shall not make or store printed or media copies of information unless there is a legitimate business need to do so. Copies shall be destroyed as soon as they are no longer needed.
 - iii. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion or termination of the attached contract.
 - iv. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials shall survive until the PII and Confidential Materials are destroyed or returned to COUNTY.
- d. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request.

4. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all individuals or entities involved in the services under this agreement and attachments of the requirements concerning confidentiality in the handling of PII, including specifically that **Unauthorized disclosure is a violation of County policy and a violation of law**, including but not limited to Welfare & Institutions Code §10850, and can result in criminal prosecution up to and including incarceration and monetary fines.
- b. Unauthorized disclosure may result in termination of the attached agreement, civil and/or criminal action, or legal redress.
- c. CONTRACTOR individuals or entities involved in the services under this must perform the following security measures annually:
 - i. Complete an online training course regarding privacy and security to be provided by COUNTY, within thirty (30) days of provision to CONTRACTOR;
 - ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY, within thirty (30) days of provision to CONTRACTOR;

Attachment C – Data Privacy and Security Agreement

Agreement No. 25M0002

iii. Conduct other activities related to assurance of information security, if directed by COUNTY.

d. COUNTY will immediately terminate access to any COUNTY secure environment for CONTRACTOR or CONTRACTOR individuals/entities found to have unauthorized use of those environments.

5. PHYSICAL AND TECHNICAL SECURITY

a. CONTRACTOR shall maintain, use and store all PII and information gathered pertaining to program PARTICIPANT CLIENTS in a secure environment.

b. CONTRACTOR shall use secure systems to access, store, process and transmit PII, including industry standard encryption when necessary or appropriate.

6. MONITORING

In addition to audit of records, CONTRACTOR acknowledges that COUNTY and/or the state or federal government shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities conducted by CONTRACTOR which are associated with this agreement.

7. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

a. CONTRACTOR shall implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, to be reviewed by COUNTY.

b. CONTRACTOR shall report immediately to COUNTY Contracting Unit¹ and Security Compliance Officer² any actual or suspected Breach or Security Incident discovered by CONTRACTOR of its own secure environment or secure environment of any other person, company, or organization of which it becomes aware. Notice shall include all information known at the time and be made:

i. **Immediately upon discovery** of a suspected Security Incident that involves PII provided to CONTRACTOR by the COUNTY; and/or

ii. **In all cases within one working day of discovery.**

Signed by:

Phil Kramer

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Signature

2/25/2025

Date

Phil Kramer

Name

Chief Executive Director

Title

¹ hsdccu@santacruzcountyca.gov

² InformationSecurityOfficer@santacruzcountyca.gov or (831)454-4840

Attachment D - Non-Discrimination Assurance Compliance

Agreement No. 25M0002

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
ASSURANCE OF COMPLIANCE
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

“CONTRACTOR”: HOUSING MATTERS

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42, and all relevant sections of the California Code of Regulations), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory as defined by Government Code Section 11135, to the effect that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance due in part or whole to protected status; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures, Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Signed by:

Phil Kramer

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Signature

2/25/2025

Date

Phil Kramer

Name

Chief Executive Director

Title

HOUSING MATTERS
MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

Statewide Automated Welfare System (SAWS) Access

I. BACKGROUND

The County of Santa Cruz Human Services Department (HSD) is designated by the California Department of Social Services (CDSS) and the Department of Health Care Services (DHCS) as the sole public assistance agency for the County of Santa Cruz (County) to determine benefits eligibility and to distribute the following assistance programs: Supplemental Nutrition Assistance Program (SNAP) benefits, known as CalFresh in California; the California Work Opportunity and Responsibility to Kids (CalWORKs) program; and the Medicaid (Medi-Cal) program(s). Additionally, HSD is the sole public assistance agency for the County designated to utilize a Statewide Automated Welfare System (SAWS), to determine benefit eligibility and for the distribution of public assistance benefits.

The CONTRACTOR has been identified as a local organization whose access to benefit eligibility data is directly necessary to support the client application process and/or improve access to benefit programs.

II. RESPONSIBILITIES OF COLLABORATIVE PARTNERS

A. County of Santa Cruz Human Services Department (HSD)

As the CDSS and DHCS designated assistance agency for the County, HSD agrees to the following responsibilities:

1. Approve any eligible applicant in CalFresh, Medi-Cal, and/or CalWORKs within the Statewide Automated Welfare System.
2. Provide CONTRACTOR with *view-only* access to the SAWS, so that CONTRACTOR may confirm enrollment of applicants and continuing eligibility of participants, with access to view CalFresh, Medi-Cal, and/or CalWORKs related enrollment information to support the application process.
3. Cooperate with program and fiscal reviews and address any corrective actions that may arise as required and/or requested by CDSS or DHCS.
4. HSD will periodically review the need for CONTRACTOR's access to SAWS data, and will control permissions to specific systems or information as needed. HSD will notify CONTRACTOR of any access or data permissions changes immediately after review.

B. CONTRACTOR

CONTRACTOR agrees to the following duties and responsibilities:

1. CONTRACTOR shall utilize data to perform services as per Attachment A – Scope of Services.
2. Only pre-approved (or pre-authorized) CONTRACTOR employees providing services under this agreement shall access the data. HSD will request CONTRACTOR identify those

HOUSING MATTERS
MID-COUNTY LOW-BARRIER NAVIGATION CENTER SERVICES

employees by name, at least annually. CONTRACTOR shall notify HSD within 2 business days if employee leaves their position of employment with CONTRACTOR.

3. CONTRACTOR shall take every effort to protect data within CONTRACTOR's control from unauthorized access. If unauthorized access occurs, CONTRACTOR shall notify HSD with 24 hours, using the breach notification procedure outlined in Attachment C – Data Privacy and Security Confidentiality Agreement. **Unauthorized disclosure is a violation of County policy and a violation of law**, including, but not limited to Welfare & Institutions Code §10850.
 - a. CONTRACTOR may not copy, modify, or delete any data unless CONTRACTOR receives prior written approval from HSD. CONTRACTOR shall not make or store printed or media copies of information unless there is a legitimate business need to do so. Copies shall be destroyed as soon as they are no longer needed.
 - b. CONTRACTOR shall access information only when there is a legitimate business need to do so.
 - c. HSD will immediately terminate access for any CONTRACTOR employee found to have unauthorized use of the SAWS data system.
4. CONTRACTOR shall ensure that all CONTRACTOR employees accessing SAWS data complete a video training provided by HSD prior to that vendor employee receiving access. Additional training(s) shall be completed as outlined in Attachment A.
 - a. HSD will have application user trainings available to all CONTRACTOR employees awarded access, upon access being awarded.
5. CONTRACTOR shall ensure that all employees accessing SAWS data complete a Department of Justice background check (commonly through LiveScan). CONTRACTOR shall keep verification of annual background checks on file.

Certificate Of Completion

Envelope Id: C4B70DAE-D233-4F17-A0F4-9B7DBDEB4DF0
 Subject: Complete with Docusign: 25M0002 Housing Matters BH NAV.pdf
 Source Envelope:
 Document Pages: 28
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 HSD CCU
 701 Ocean Street
 Santa Cruz, CA 95060
 hsdccu@santacruzcountyca.gov
 IP Address: 134.16.1.185

Record Tracking

Status: Original 2/20/2025 2:28:16 PM	Holder: HSD CCU hsdccu@santacruzcountyca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

Signer Events

Arthur G. Wille
 arthur.wille@santacruzcountyca.gov
 County of Santa Cruz
 Assistant County Counsel
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 FD318C22C994D0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 75.221.94.150

Timestamp

Sent: 2/20/2025 2:47:12 PM
 Resent: 2/24/2025 11:42:32 AM
 Viewed: 2/24/2025 1:01:09 PM
 Signed: 2/24/2025 1:04:22 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/24/2025 1:01:09 PM
 ID: c559a66c-1968-4032-ad1f-33ecef33b83

Gina Borasi
 Gina.Borasi@santacruzcountyca.gov
 Risk Manager
 County of Santa Cruz
 Security Level: Email, Account Authentication
 (None)

Signed by:

 E4EADC58A53B4DB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 139.104.3.50

Sent: 2/24/2025 1:04:24 PM
 Viewed: 2/24/2025 6:30:58 PM
 Signed: 2/24/2025 6:33:15 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/18/2023 9:38:58 AM
 ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Phil Kramer
 pkramer@housingmatterssc.org
 CEO
 Housing Matters
 Security Level: Email, Account Authentication
 (None)

Signed by:

 F923F3DD63E448...
 Signature Adoption: Pre-selected Style
 Using IP Address: 108.217.239.1

Sent: 2/24/2025 6:33:17 PM
 Viewed: 2/25/2025 1:55:31 PM
 Signed: 2/25/2025 1:57:02 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/25/2025 1:55:31 PM
 ID: 0d76b63c-999e-45d9-9275-9fbda362e38c

Randy Morris
 Randy.Morris@santacruzcountyca.gov
 Director
 County of Santa Cruz
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 D1FB8B750084B1...
 Signature Adoption: Pre-selected Style
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Sent: 2/25/2025 1:57:05 PM
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 Signed: 2/26/2025 8:15:32 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/28/2024 5:36:24 PM ID: ad38cd27-0fe0-48dc-9c44-141ab3b72fbe		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Sara Harb Sara.Harb@santacruzcountyca.gov 4436 County of Santa Cruz Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 73.202.2.134 Viewed using mobile	Sent: 2/20/2025 2:46:40 PM Viewed: 2/20/2025 2:47:11 PM
Electronic Record and Signature Disclosure: Accepted: 4/6/2022 3:14:31 PM ID: a9149646-bd8c-4a1b-b106-82a3e40f01eb		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/20/2025 2:46:40 PM
Certified Delivered	Security Checked	2/26/2025 8:15:18 AM
Signing Complete	Security Checked	2/26/2025 8:15:32 AM
Completed	Security Checked	2/26/2025 8:15:32 AM
Payment Events	Status	Timestamps
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