

County of Santa Cruz, Human Services Department
Housing for Health Vendor Pool
Request for Proposals #2025VP01

South County Homelessness Prevention

Proposal Requirements

Please submit your proposal by 5:00pm on Friday, April 11th, 2025, via email to HSDCCUProposals@santacruzcountyca.gov in PDF format (no more than 35MB) with at minimum the following:

1. Complete the Request for Proposal Cover Page confirming that you have read, understand, and agree to the attached proposed documentation:
 - ❖ Draft Scope of Services
 - ❖ County Standard Services Contract Terms
 - ❖ Data Privacy and Security
 - ❖ Non-Discrimination
2. A detailed proposal in .pdf form based on the attached draft Scope of Services that contains the following:
 - ❖ Your completed Request for Proposals Cover Page
 - ❖ Completed South County Homelessness Prevention Questionnaire
 - ❖ Attachment A – Resumes or curriculum vitae of existing staff that will support the proposed project
 - ❖ Attachment B - Customer Reference List
 - ❖ Attachment C – Completed Budget template based on the requirements listed in the Scope of Services

Purpose of the Project:

According to 2024 Point-in-Time (PIT) count data on homelessness, the number of people experiencing homelessness in Watsonville has grown by more than 80% since 2019. On April 30th, 2024, The County of Santa Cruz Board of Supervisors approved three-years of funding to focus on preventing homelessness in this southern region of the County. For this contract, south county refers to the geographic area inclusive of zip codes 95003, 95019, and 95076. The south county prevention services will support individuals and families at risk of becoming homeless through targeted outreach and engagement to households at greatest risk of homelessness, housing stabilization services, legal assistance, and one-time financial assistance.

County of Santa Cruz, Human Services Department
Housing for Health Vendor Pool
Request for Proposals #2025VP01

Eligibility:

Organizations that wish to apply for this funding must:

- Be part of the Housing for Health (H4H) Vendor Pool or;
- Simultaneously submit a response to the County of [Santa Cruz Vendor Pool RFQ¹](#) showing evidence that your organization is qualified to provide services under the Supportive Services Category

Responses will be evaluated by staff familiar with the project goals and will be based on an organization's evidence of capacity to effectively serve the target population in this region of the County, experience with outreach and engagement of those at greatest risk of homelessness, ability to leverage other resources and relationships to support the goal of reducing entries into homelessness, the quality and evidence of matching or leveraged funding in the proposed budget, and the proposed project methods and timeline outlined in your proposal.

Goals of the project

This project aims to help at least 90 South County households maintain stable, safe, healthy housing and living situations by the end of the three-year contract period. The ultimate objective is to ensure at least seventy percent of the households served maintain housing and avoid homelessness. Applicant agencies are expected to achieve this goal through a combination of outreach activities, referrals, housing stabilization services, flexible financial assistance, and legal services that meet the unique needs of each household. Program resources will be targeted to households most likely to become homeless and will involve data collection in the local Homeless Management Information System (HMIS).

Funding

On [April 30th, 2024²](#), The County of Santa Cruz Board of Supervisors dedicated \$1.5 million (\$500,000 per year for three years) of Collective of Results and Evidence-based (CORE) funds from the FY 2025-

¹ <https://housingforhealthpartnership.org/ForProviders/HousingforHealthVendorPool.aspx>

² https://santacruzcountyca.iqm2.com/Citizens/Detail_Legifile.aspx?Frame=&MeetingID=2039&MediaPosition=21953.252&ID=15572&CssClass=

County of Santa Cruz, Human Services Department
Housing for Health Vendor Pool
Request for Proposals #2025VP01

28 funding cycle for housing and homelessness prevention services to be managed by the Housing for Health division of the County Human Services (HSD) department. The Board would like to develop an effective intervention model that could potentially be extended to other parts of the County. The proposed program is consistent with the Board adopted Housing for a Healthy Santa Cruz Strategic Framework that calls for efforts focused on preventing homelessness. Given limited local funding, the Board is seeking vendors that leverage additional financial and relational resources that could expand the capacity and impact of the program.

Effective Prevention Practices

Applicants are encouraged to review available resources of effective homelessness prevention tools. A report from the California Policy Lab on Los Angeles County's prevention efforts provides a good overview - [Preventing Homelessness: Evidence-Based Methods to Screen Adults and Families at Risk of Homelessness in Los Angeles](#)³. The National Alliance to End Homelessness also provides information on evidence-based practices around homelessness prevention - [Homelessness Prevention | Center for Evidence-based Solutions to Homelessness](#)⁴. The vendor selected for this contracting opportunity will be linked with staff at [All Home](#)⁵ to become part of a regional network of homelessness prevention efforts.

³ <https://www.capolicylab.org/wp-content/uploads/2021/08/Preventing-Homelessness-Evidence-Based-Methods-to-Screen-Adults-and-Families-at-Risk-of-Homelessness-in-Los-Angeles.pdf>

⁴ <http://www.evidenceonhomelessness.com/topic/homelessness-prevention/>

⁵ <https://www.allhomeca.org/>

County of Santa Cruz, Human Services Department
Housing for Health Vendor Pool
Request for Proposals #2025VP01

The undersigned offers and affirms that the information provided herein is true and accurate, and in conformance with all requirements, conditions, and instructions of County of Santa Cruz Human Services Department for RFP#2025VP01.

Complete and submit this cover page with your proposal

Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

1. Complete and/or submit the following supporting documents:

- Your detailed proposal
- South County Homelessness Prevention Questionnaire
- Attachment A – Resumes or curriculum vitae of existing staff that will support the proposed project
- Attachment B - Customer Reference List
- Attachment C – Complete and Attach the detailed Budget Worksheet based on the requirements listed in the Scope of Services

Respondent shall confirm by selecting “Yes” or “No” below, confirmation that you have read, understand, and agree to the attached proposed documentation:

- Draft Scope of Services
- County Standard Services Contract Terms
- Data Privacy and Security
- Non-Discrimination

Yes ____ No* ____

*If No is selected, Respondent shall provide, on company letterhead in attachment form, a detailed explanation for selection.

HOUSING FOR HEALTH (H4H)
SOUTH COUNTY HOMELESSNESS PREVENTION QUESTIONNAIRE

Please complete this form for the proposed lead contractor and separate form(s) for any proposed subcontractor(s).

Organization Name:

Organization Type: Lead Contractor Subcontractor

ORGANIZATIONAL EXPERIENCE

Does your organization have experience with providing the following types of services directly or through subcontracts? Please describe examples of your experience in the relevant section.

A. Outreach and engagement services to households experiencing or at-risk of homelessness.

Directly Provided Provided through Subcontractor Both Direct and Subcontractor

Describe:

B. Housing stabilization services.

Directly Provided Provided through Subcontractor Both Direct and Subcontractor

Describe:

C. Housing-related legal assistance.

Directly Provided

Provided through Subcontractor

Both Direct and Subcontractor

Describe:

D. Housing-related financial assistance.

Directly Provided

Provided through Subcontractor

Both Direct and Subcontractor

Describe:

HMIS EXPERIENCE

Is your organization currently participating in HMIS? Yes No

If yes, has your organization ever recorded service transactions in HMIS? Yes No

If your organization participated in HMIS between July 1, 2023, and June 30, 2024, please provide as an attachment a copy of your ESG CAPER report for all programs in your agency during that period. Please explain any data quality issues that show up in this report and how your agency is working to address them.

COMMUNITY PARTNERSHIP EXPERIENCE

Does your organization have a current formal (written partnership agreement) or informal partnership with one or more of the agencies listed below? Please describe the nature of any current partnerships. Provide as attachments copies of any formal partnership agreements, if available.

A. Pajaro Valley Unified School District (PVUSD)

Formal

Informal

None

Describe:

B. Santa Cruz County Superior Court

Formal

Informal

None

Describe:

C. Community Agencies in Areas at High Risk (85% or higher ERAP index in Urban Institute Map) of Housing Instability/Homelessness

Formal

Informal

None

Describe:

D. United Way/ 2-1-1

Formal

Informal

None

Describe:

E. County Health and Human Services Department

Formal

Informal

None

Describe:

ADDRESSING BARRIERS TO ENGAGEMENT AND PARTICIPATION IN SERVICES

Please describe how your agency addresses barriers to engagement and participation in services among households at greatest risk of homelessness.

CalAim PARTICIPATION

Is your agency currently under contract with one or more local Medi-Cal managed care plans to provide CalAIM enhanced care management and/or community supports? Yes No

If yes, please describe.

If your agency is under contract to provide CalAIM services, please describe the types and volume of services your agency has provided to date.

If your agency is participating in CalAIM, how do you anticipate leveraging these resources to support the homelessness prevention program?

VENDOR NAME
H4H SOUTH COUNTY HOMELESSNESS PREVENTION

LINE-ITEM EXPENDITURES	PROGRAM COSTS FY 2025-26	PROGRAM COSTS FY 2026-27	PROGRAM COSTS FY 2027-28
PERSONNEL COSTS - SALARIES & BENEFITS			
NON-PERSONNEL COSTS			
PARTICIPANT COSTS			
ADMINISTRATIVE OVERHEAD			
GRAND TOTAL	\$500,000	\$500,000	\$500,000

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

I. AGREEMENT OVERVIEW

According to Point-in-Time (PIT) count data on homelessness over the past several years, the number of households experiencing homelessness in the southern part of the county has grown significantly to 45% since 2019. On April 30th, 2024, The County of Santa Cruz Board of Supervisors approved three-years of funding to focus on preventing homelessness in this region of the County. For this contract, south county refers to the geographic area inclusive of zip codes 95003, 95019, and 95076. The south county prevention services will support individuals and families at risk of becoming homeless through targeted outreach and engagement to households at greatest risk of homelessness, housing stabilization services, legal assistance, and one-time financial assistance.

COUNTY Human Services Department (HSD) is contracting with (CONTRACTOR) to provide targeted homelessness prevention and housing stabilization services in south county.

II. PERFORMANCE MEASUREMENTS

Result: households served will have a stable, safe, healthy housing and living situations at the end of the contract period	
How many services will be provided?	At least 30 households will receive assistance in a 12-month period with a mixture of housing stabilization services, flexible financial assistance, and legal services to meet the unique needs of each household per fiscal year.
	100% of households enrolled in program documented in Homeless Management Information System (HMIS) with the following elements completed – authorization to share information (Release of Information (ROI)), client profile, enrollment, contact information, Housing Needs Assessment (HNA), Housing Action Plan (HAP), status/living situation/annual updates, and program exit date, per fiscal year. Data Collection Tool: COUNTY review of HMIS enrollments, updates, service transactions, and exit data completed by CONTRACTOR
How Well Are Services Provided?	Financial assistance provided to enrolled clients will be documented in the Homeless Management Information System (HMIS) via HMIS service transactions within five (5) business days of payment. Data Collection Tool: COUNTY’s review of HMIS Service Transactions completed by CONTRACTOR.
	80% of households enrolled in program will complete Status Updates and Current Living Situation (CLS) assessments every 90 days. Data Collection Tool: CONTRACTOR’s data entry in Santa Cruz Clarity HMIS (Status and CLS Updates).

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

	<p>100% of households enrolled in program will have at least two services recorded per month.</p> <p>Data Collection Tool: CONTRACTOR’s data entry in Santa Cruz Clarity HMIS</p>
	<p>90% of households enrolled in program will rate the service received as a 3 or above on a Likert scale satisfaction survey with 1= Very Unsatisfied; 2 = Unsatisfied; 3= Neutral; 4= Satisfied; 5 = Very Satisfied</p> <p>Data Collection Tool: CONTRACTOR’s Internal end of service survey, results recorded in the annual reports</p>
<p>Is Anyone Better Off?</p>	<p>At least 70% of households served will maintain housing and avoid homelessness</p> <p>Data Collection Tool: HMIS + report mentioned above for comparison</p>

III. CONTRACTOR RESPONSIBILITIES

A. GENERAL

1. CONTRACTOR shall participate in the Santa Cruz County Continuum of Care (CoC), also known as the Housing for Health Partnership¹, as at minimum an “Organizational Member,” as may be amended, to the extent that it is required to execute services under this Agreement.
2. CONTRACTOR shall enter into required agreements for participation in the CoC Homeless Management Information System (HMIS) and comply with CoC HMIS policies and procedures.
3. CONTRACTOR shall abide by the terms of all incorporated exhibits (See Independent Contractor Agreement, section 13, Attachments).

B. REFERRAL, OUTREACH, AND ENGAGEMENT

1. CONTRACTOR shall develop and implement a marketing and outreach plan to target program resources to households most at-risk of experiencing homelessness in the south county region. Outreach should focus on households at risk of losing their housing within the next 2-3 weeks due to an inability to pay upcoming rent, receipt of a potential eviction notice, unsafe to remain in current situation, or unable to stay in current housing for other reasons. Outreach shall include:
 - a. Working with the Pajaro Valley Unified School District to connect with households defined as “homeless” according to Department of Education standards, as “staying with others” or “doubled-up”;

¹ <https://housingforhealthpartnership.org/>

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

- b. Coordinating with the Santa Cruz County Superior Court to receive referrals for households referred to the court for unlawful detainer cases;
 - c. Targeting specific neighborhoods in the region with data indicating a higher proportion of households at highest risk of housing instability and homelessness²;
 - d. Working with United Way/2-1-1 to pre-screen and refer potential eligible households to CONTRACTOR; and
 - e. Working with County Health and Human Services Departments and staff to identify potential eligible households.
2. CONTRACTOR shall engage, build rapport, and connect with eligible and prioritized households and complete required HMIS informing materials, enrollment, and initial HNA.
 3. CONTRACTOR shall connect with key community partners to identify and engage eligible households to reduce racial, cultural, economic, social, language, and other barriers to accessing supports.

C. HOUSING STABILITY SERVICES

1. CONTRACTOR shall provide housing stabilization services to participants and utilize the HNA to develop a HAP to support participating households. The HNA and HAP shall be entered and updated within HMIS. Housing stabilization services shall be inclusive of services outlined in Exhibit A that are inclusive of services defined in the California Advancing and Innovating Medi-Cal (CalAIM) Housing Tenancy and Sustaining Services community supports category³.
2. CONTRACTOR shall work with the household to create a set of specific, measurable, achievable, relevant, and time-bound (SMART) goals to incorporate into a HAP.
3. CONTRACTOR shall focus on linking households to other community resources, as opposed to conducting all the service provision itself.
4. CONTRACTOR shall ensure that its services are available during their normally scheduled and published business hours.

D. LEGAL ASSISTANCE

1. CONTRACTOR shall provide legal representation to enrolled households, if necessary, to address issues related to their securing safe, stable, and healthy housing. Not all households will need this support, but it shall be an available resource when and if needed.

² <https://www.urban.org/data-tools/mapping-neighborhoods-highest-risk-housing-instability-and-homelessness>

³ <https://www.dhcs.ca.gov/Documents/MCQMD/DHCS-Community-Supports-Policy-Guide.pdf>

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

2. CONTRACTOR shall represent or assist tenants in three main types of cases when their rights are being violated: (1) Unlawful Detainers (UD)/Evictions; (2) Civil Affirmative; (3) Small Claims. Legal assistance with include preparation for the legal case, assertion of legal rights, and representation of the household in and outside of court as needed.
 - a. Unlawful Detainers (UD)/Evictions
 - i. CONTRACTOR shall represent tenants before a UD case is filed with the court and during court proceedings.
 - ii. CONTRACTOR shall seek to prevent evictions or, where possible, extend an eviction timeline and obtain relocation assistance for affected tenants.
 - b. Civil Affirmative
 - i. CONTRACTOR shall represent tenants whose rights are being violated ⁴and who have affirmative claims against their landlords based on those violations.
 - i.1. Representation in civil affirmative cases includes but is not limited to seeking money damages against a landlord or property manager, seeking the court's injunction against a landlord or property manager, reversal of an eviction, other favorable action reversing violation of a tenant's rights.
 - c. Small Claims
 - i. CONTRACTOR shall advise tenants on preparing their arguments for small claims court related to housing or eviction and assist them with preparing necessary paperwork. These cases include claims for which the plaintiff is asking less than \$10,000 in damages and for which they would file the Small Claims Court.

E. FLEXIBLE FINANCIAL ASSISTANCE

1. CONTRACTOR shall provide participant support or flexible financial assistance to help enrolled households maintain or secure stable, safe, and healthy housing situations. Funding shall be primarily used for housing-related expenses including rent, back-rent, security deposits, utility expenses, late fees, application fees, payment for repairs for damage caused by tenant(s), cleaning fees, and landlord approved unit modifications for health issues. Funds can be used for other needs if there is a direct connection between the requested use and the ability of a household to maintain or secure housing.
2. Use of funds for non-housing related expenses shall be limited as funds can be used to cover housing expenses to increase household funding available for other uses. For example, a household may need funds for a car repair to help with transportation to work. Financial assistance could be used to pay rent for a month so the household can use their own funds to pay for the car repair.

⁴ Tenant's Rights Basics: <https://housing.ca.gov/resources/rights.pdf>

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

3. Financial assistance shall be limited to uses that will help households maintain safe, stable, and healthy living environments.
 - a. CONTRACTOR shall develop policies and procedures for determining the appropriate amounts and types of uses for supporting a household and provide a copy of policies and procedures to the COUNTY. Rental assistance shall not be provided for more than three (3) months for any one household.
 - b. CONTRACTOR shall develop policies and procedures and budgets to ensure that at least 30 households per year can receive at least \$5,000 worth of financial assistance.
5. CONTRACTOR shall help households secure other housing stability financial assistance if eligible and available. For example, CalAIM (Medi-Cal), CalWORKs, Behavioral Health, school district, and other resources may be available for eligible households.
6. CONTRACTOR shall inform COUNTY immediately if it is unable to provide services during their normally scheduled and published business hours or if those hours change, as timeliness of payment issuance is of the essence.
7. CONTRACTOR shall ensure financial assistance provided to households is documented in HMIS as a services transaction with dollar amounts and relevant assistance category listed.

F. EVALUATION POST ASSISTANCE SURVEYS

1. CONTRACTOR shall develop at least a 3-question client satisfaction survey after the closing of each case.
2. CONTRACTOR shall enter and track all post assistance survey results in a spreadsheet to be developed with COUNTY upon agreement execution.
3. CONTRACTOR shall include the results in the submitted quarterly report.

G. PARTICIPANT GRIEVANCES

1. CONTRACTOR shall maintain an internal grievance and complaint procedure for participants participating in the project.
 - a. CONTRACTOR shall provide COUNTY with a copy of the internal grievance and complaint procedure at the outset of the term of this agreement.
 - b. CONTRACTOR shall notify COUNTY immediately of any grievances or complaints that may not get resolved internally, time is of the essence.
 - c. CONTRACTOR shall respond as soon as reasonably possible to any COUNTY request for information regarding any known or suspected grievance or complaint.

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

2. CONTRACTOR shall notify COUNTY immediately of any serious incident that arises in the provision of services to participants including: breaches of confidentiality, health and safety issues that impact participants or staff, issues that require law enforcement or emergency responder involvement, participants at risk of program closure and exit due to serious health and safety concerns, participants at-risk of eviction from housing, and other program operational concerns that impact or relate to CONTRACTOR performance (time is of the essence).

IV. REPORTING AND COORDINATION REQUIREMENTS

A. BUDGET: See Attachment B-Terms of Payment.

B. 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 suffix of the approved budget, and remains 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.

C. 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 services costs based on Exhibit B – Budget.
 - 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.
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, except for 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

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

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.

D. REPORTING

1. CONTRACTOR shall submit Quarterly Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. CONTRACTOR shall use a reporting template created or approved by COUNTY, which are due the last business days in October, January, April and July, or within 30 days of receipt of COUNTY template. Failure to submit these Reports by the dates due may result in the withholding of payment for invoices until the report is submitted.
 - a. New agreements taking effect later than July 1 of a fiscal year will be subject only to those reports deemed reasonable by COUNTY.
 2. CONTRACTOR shall run HMIS Data Quality Reports designed by COUNTY to collect data for the project on a monthly basis. Based on CONTRACTOR data entry, reports will result in indicating data quality error levels. CONTRACTOR will report on their HMIS data quality as part of their Semi-Annual Progress Report.
 3. CONTRACTOR shall provide a detailed, monthly "Participant Payment List" as back up invoice documentation, to HSDCCU@santacruzcountyca.gov within thirty (30) days following the end of the reported month, tracking the payments made on behalf of enrolled participants as detailed in this Scope of Work, including:
 - a. Request and payment dates;
 - b. Service dates;
 - c. Participant name (first and last) and HMIS Unique Identifier Number;
 - d. The request type and expense items purchased with the payment;
 - e. The amount of the request and the amount of payment disbursed;
 - f. Name of vendor paid on behalf of the participant;
 - g. The payment type;

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

- h. Verification of payments including receipts, invoices, and related additional backup necessary, sufficient for auditing individual charges, and any amount of credit returned from or on behalf of a participant to the CONTRACTOR;
 - i. Any portion of the credit to CONTRACTOR that was not utilized by a participant.
4. CONTRACTOR shall ensure that enrolled participant payments and payment list records are made available to authorized COUNTY staff and regulatory agents for the purposes of auditing, to determine that all the terms, conditions and any regulatory requirements of this contract are being performed and accomplished as claimed.

V. ADDITIONAL TERMS AND CONDITIONS

- A. **Corrective Action:** CONTRACTOR shall perform the agreed upon services detailed in this scope of work, 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 Independent Contractor Agreement, section 4, Early 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 agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services is 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 Work and/or Budget of the agreement or termination of the agreement 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 agreement (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 Work to all its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR shall train any new employees who

VENDOR NAME

Housing For Health (H4H) SOUTH COUNTY HOMELESSNESS PREVENTION

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 subcontractors affiliated with this agreement, as well as distributing funds to subcontractors as specified in the attached Exhibit B – Budget. Failure to provide payment to subcontractors for agreed upon services to referred participants may be cause for Corrective Action, as described in Additional Terms and Conditions – V.A.
2. CONTRACTOR shall ensure that any subcontractor complies with COUNTY requirements as outlined in this agreement.

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. If program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.

I. Publicity and Outreach:

1. CONTRACTOR shall agree to obtain COUNTY approval prior to use of any contracted program marketing materials indicated as a deliverable to or requirement of this agreement.
2. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials related to this agreement, 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.

J. 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@santacruzcountyca.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.

Contract No. _____

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 [enter CONTRACTOR's legal name], 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: [generally describe duties]. 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 \$(enter amount of contract), as set forth in further detail in Attachment B, "Terms of Payment".

3. **TERM.** The term of this Contract shall be: (first date of Contract) through (last date of Contract). 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 \$_____ 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@santacruzcountyc.ca.gov

For CONTRACTOR:
[Job Title]
[Legal Name of CONTRACTOR]
[street address]
[City, State, Zip Code]
[email address]

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"
(enter additional attachments here)

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.santacruzcountyca.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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE

Contract No. _____

STANDARD SERVICES CONTRACT

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

2. **(ENTER CONTRACTOR'S LEGAL NAME)**

4. **COUNTY OF SANTA CRUZ**

By: _____
SIGNED

By: _____
SIGNED

PRINTED

Randy Morris, Director

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

1. **APPROVED AS TO FORM**

Office of the County Counsel

3. **APPROVED AS TO INSURANCE**

Risk Management

DISTRIBUTION:

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- *Contractor*

SAMPLE

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

Contractor: _____

1. PREAMBLE

CONTRACTOR, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (hereinafter referred to as COUNTY), and, if so, may have access to confidential data and personally identifiable information (collectively referred to as PII) pertaining to persons and/or entities receiving services from the COUNTY. This information includes but is not limited to client name, address, social security number, date of birth, biometric record (e.g. fingerprints, voice recordings and photographic images), driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such PII in its possession, especially PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that the PII shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this Agreement as a condition of the attached contract with the COUNTY.

2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes 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: (1) 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; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.
- d. "Secure environment" means any area where:
 - i. Workers assist in the administration of services provided by COUNTY;
 - ii. Workers use or disclose PII; or
 - iii. PII is stored in paper 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 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 hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.
- b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.
- c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.
- d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.
- e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
- f. CONTRACTOR shall limit access and use of any PII provided by the COUNTY, or by the participant, to a business need solely for the purpose of administering the program supported by this Agreement.
- g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR's possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.
- h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

4. INFORMATION SECURITY AND PRIVACY STAFFING

- a. CONTRACTOR agrees to report immediately to the designated Human Services Department Contract Manager as well as to the COUNTY Security Compliance Officer [InformationSecurityOfficer@santacruzcounty.us or (831)454-4840] any and all violations of this Agreement by it/her/him and by any other person, company or organization of which it becomes aware.

5. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.
- b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.
- c. CONTRACTOR employees pertinent to this contract 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;

- iii. Conduct other activities related to assurance of information security, if directed by COUNTY.
- d. COUNTY and CONTRACTOR acknowledge that Federal and State laws relating to data security and privacy are rapidly evolving. COUNTY may at any time develop further details to confidentiality protocols as it relates to contracted work, which as approved will be submitted formally to the CONTRACTOR.

6. PHYSICAL SECURITY

- a. The CONTRACTOR awarded funds under the attached contract shall maintain, use and store all PII and information gathered pertaining to program participants in a secure environment in order to ensure the participant's right to confidentiality.

7. TECHNICAL SECURITY CONTROLS

At all times CONTRACTOR shall use secure systems to access, store, process and transmit PII.

8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:
 - i. **Initial Notice to COUNTY** by email to COUNTY Security Compliance Officer InformationSecurityOfficer@santacruzcounty.us as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:
 - 1. **Immediately upon discovery** of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.
 - 2. **Within one working day of discovery**, the CONTRACTOR shall notify COUNTY of:
 - i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;
 - ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;
 - b. Potential loss of PII affecting this Agreement.

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Please print)

POSITION: _____

ASSURANCE OF COMPLIANCE
WITH THE HUMAN SERVICES DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

(Enter Contractor Name)

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, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, domestic partnership, genetic information, gender expression, gender identity, or sexual orientation 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; 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 THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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 the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date _____

Director's Signature

Address of Vendor/Recipient: _____