
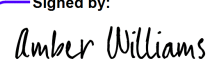




Contract No. 0385

Standard Services Contract

PARTIES	This Standard Services Contract ("Contract") is entered into between the following Parties: The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY- Behavioral Health - Substance Use Disorder Services P.O. Box 962, Santa Cruz, CA 95061-0962 Hereinafter called COUNTY.			Name: Janus of Santa Cruz Address: 200 7 th Avenue Santa Cruz, CA 95062 Hereinafter called CONTRACTOR.
SUBJ.	Subject of Contract: Community based substance use disorder services funded by the Proposition 47, Cohort IV grant.			
RECITALS	WHEREAS, CONTRACTOR possesses certain skills, experience, education and competency to perform the special services required by this Contract and COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and WHEREAS, pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an Contract for such services; and WHEREAS, to the extent applicable, this Contract is intended to memorialize and ratify any and all acts which may already have been consummated pursuant to the terms and conditions of this Contract; NOW, THEREFORE, the parties hereto do mutually agree to the terms as set forth in the following Exhibits. Should a conflict arise between the language in any of the Exhibits, the order of precedence is as follows: Exhibit X, C, D, H, B, A, F.			
EXHIBITS	<u>ATTACHED</u>	<u>EXHIBIT</u>	<u>TITLE</u> (CHECK BOX IF ATTACHED)	
	<input checked="" type="checkbox"/>	A	Scope of Services	
	<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions	
	<input type="checkbox"/>	B1	Mental Health Additional Payment, Budget, and Fiscal Provisions	
	<input checked="" type="checkbox"/>	B2	Substance Use Disorder Services Additional Payment, Budget, and Fiscal Provisions	
	<input checked="" type="checkbox"/>	C	Standard County / Agency Provision	
	<input type="checkbox"/>	D	Standard (Division) Provisions	
	<input type="checkbox"/>	F	Medi-Cal Administrative Activities	
	<input type="checkbox"/>	H ₁	HIPAA Business Services Addendum - County as Business Associate	
	<input checked="" type="checkbox"/>	H ₂	HIPAA Business Services Addendum - County as Covered Entity	
	<input checked="" type="checkbox"/>	X	Revisions to Exhibits; Additional Terms and Provisions	
TERM	The term of this Contract is from 7/1/2025 through 6/30/2026 <input type="checkbox"/> This Contract is included in the COUNTY's Continuing Agreements List. (CHECK BOX IF APPLICABLE)			
TOTAL	Total Compensation Amount: \$504,493			
SIGNATURES	COUNTY Signed by:  12/17/2025 Director of Health Services or Designee HEALTH SERVICES AGENCY		CONTRACTOR Signed by:  12/17/2025 Amber Williams, CEO, Janus	
APPROVALS	Approved as to Form: DocuSigned by:  12/17/2025 Office of the County Counsel		Approved as to Insurances: Signed by:  12/17/2025 Risk Management	
DST.	Clerk of the Board	Contractor	Auditor-Controller-Treasurer-Tax Collector	Health Services Agency

Contractor: Janus of Santa Cruz

Contract # 26H0385

COUNTY OF SANTA CRUZ**EXHIBIT A – Scope of Services****Non-Drug Medi-Cal Activities**

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

1. Primary Task. CONTRACTOR will:

- A.** Hire and maintain three (3) Full-Time Equivalent staff (FTE) for the purposes of assessment, linkage and care coordination for Prop 47 eligible persons. Provide Prop 47, Cohort IV grant services as the RENEWPath Connector Team (RCT) to facilitate coordination across partners, conduct grant eligibility screening and enrollment authorization, provide system navigation, and coordinate case management to link participants to appropriate levels of care, and other duties as reflected in Exhibit A: Scope of Services. At least one (1) FTE will provide after-hour support for Prop 47 eligible individuals discharged from jail during non-traditional working/operating hours. (Any hours outside of Monday – Friday 8am-5pm).
- B.** Hire and maintain one (1) FTE Data Analyst for Prop 47 related data and administrative activities. CONTRACTOR will provide information for quarterly reports per Board of State and Community Corrections (BSCC) guidelines, incorporated into this Contract by reference, to include progress towards program-specific goals and services objectives, service implementation, hiring and staff training, service accomplishments, barriers, challenges, and solutions developed to address barriers and challenges. A progress report template will be provided and must be utilized.
- C.** Train staff on all trainings necessary as identified by COUNTY. CONTRACTOR is required to obtain preapproval from COUNTY for any out-of-state training. Trainings over \$3,500 require prior approval from COUNTY.
- D.** Disburse eligible program incentives and participant support items directly to eligible individuals enrolled in the RENEWPath program. Participants meeting eligibility criteria may receive incentives and support items as part of their engagement in grant-funded services. Guidance for Prop 47 allowable expenses and restrictions can be found in the [BSCC Grant Administration Guide – July 2023](#), incorporated into this Contract by reference. CONTRACTOR must obtain prior approval from COUNTY to purchase participant support items and program incentives.

Contractor: Janus of Santa Cruz

Contract # 26H0385

2. Description of Services:

- A.** CONTRACTOR will provide services as the RCT to facilitate coordination across partners, conduct grant eligibility screening, and enrollment authorization, provide system navigation, facilitate care plan development for all program participants and coordinate or provide case management to link participants to appropriate levels of care. CONTRACTOR RCT staff will support enrolled clients in accessing, engaging in, and completing services related to substance use or mental health disorders; housing; legal support; medical care; or other services needed to improve their overall outcomes and reduce the risk of recidivism or deeper involvement in the criminal justice system.
- B.** CONTRACTOR will provide culturally competent staff for the RCT, include members who are bilingual in Spanish and include members with lived experience related to the project target population. CONTRACTOR RCT staff positions will include three (3) full-time employees/case managers who will assist clients with basic needs related to social determinants of health and need which have been identified on their care plan, as well as operations, financial, and grant staff to support the administrative and operational needs of the RCT and RENEWPath program.
- C.** CONTRACTOR RCT will be co-located at County of Santa Cruz Probation Success Centers located in north and south Santa Cruz County, as well as CONTRACTOR's community locations. CONTRACTOR RCT staff will be available to meet with RENEWPath referred clients at these locations or utilizing various technology platforms to provide a low barrier entry to engagement.
- D.** CONTRACTOR will facilitate and attend monthly care coordination meetings for Prop 47 system partners. CONTRACTOR will create agenda, take notes, and track frequency of meetings.
- E.** CONTRACTOR will collect, track and report data as outlined in Prop 47 additional reporting requirements.

3. Target Population:

- A.** Eligible for Prop 47 services as indicated by RCT referral form.
- B.** Adults who experience problems related to their substance use and/or abuse.
- C.** Individuals who are currently receiving treatment or recovery services.
- D.** Individuals who's lack of adequate housing will impact their ability to stay clean and sober.

4. Prop 47 Additional Reporting Requirements:**A. Data and Reporting**

CONTRACTOR will collect and maintain activity and project records as needed to provide all required program and fiscal reports to COUNTY and other designated partners. CONTRACTOR shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Contract, duty statements, organizational charts (noting grant funded positions in relation to the organization), approved program budget and any modifications, financial records and required reports. CONTRACTOR will require that RENEWPath treatment or housing service providers enter participant data in the secure file transfer protocol databases as well as online RENEWPath data management systems as designed by Applied Survey Research for Prop 47, Cohort IV Local Evaluation Plan data.

B. Reporting Responsibilities

CONTRACTOR's reporting responsibilities will include reporting based on the Local Evaluation Plan (LEP), incorporated into this Contract by reference, and will include but may not be limited to the following:

1. Number of Individuals assessed for Substance Use Disorder Treatment needs
2. Number of Individuals referred for Substance Use Disorder Treatment
3. Number of Individuals referred for Mental Health Assessments and/or treatment needs
4. Number of Individuals served through Case Management Support and number of occurrences and support by type
5. Medical Care and Dental Care linkage and referrals
6. Other Service Linkages, including: Complex Mental Health Assessments and/or Treatment, SUD-Detox, SUD-Inpatient, SUD Outpatient, Diversion Program, Assistance with Food, Basic Necessities, Case Management, Education Services, Employment Services, Family Services, Health Services, Housing Services, Legal Services, Re-entry Services, Social Services, Transportation Services, and Other Support Services
7. Number of individuals referred to and enrolled in Recovery Residences and accessing SUD treatment by type of treatment
 - a. Outpatient
 - b. Intensive Outpatient
 - c. Narcotic Treatment
 - d. Medication Assisted Treatment
 - e. Individual Group/Family Counseling
8. Completion of World Health Organization Quality of Life – BREF (WHOQOL-BREF) at set intervals as determined by COUNTY

Contractor: Janus of Santa Cruz

Contract # 26H0385

9. Number of individuals making progress towards at least one (1) self-identified goal
10. Number of individuals accessing housing navigation support services
11. Completion of Brief Addiction Monitoring (BAM) assessment to be administered at the start and end of program participation and documented in case files

The program will also track the timeframe for program referral, enrollment, service referral and engagement, to be measured against the following process goal: Upon receipt of a completed RCT Referral Form and Release of Information, CONTRACTOR will refer eligible clients to treatment and/or supportive services. A minimum of 75% of clients deemed eligible for RENEWPath will be referred to treatment and/or supportive services within three (3) business days, and a minimum of 90% will be referred within seven (7) business days. In addition to the LEP data requirements noted above, CONTRACTOR will be required to comply with all of the data collection and reporting requirements, as described in the Prop 47 Data Reporting Guide Data, incorporated into this Contract by reference, located at: [Prop 47 Data Reporting Guide December 2024](#)

Additional data may be required by COUNTY retained program evaluator. At a minimum, Mental Health and Substance Use Disorder Services will require the following data:

1. Assessment Date
2. Enrollment Date in mental health services
3. Participation
4. Completion Date
5. Return Date: Date participant returns to the program after previously leaving the mental health program either prior to or after completion (regardless of reason)
6. Goals for housing, employment and education at entrance and exit of RENEWPath participation

CONTRACTOR shall refer to the Prop 47 Data Reporting Guide for Supportive Services data requirements, incorporated into this Contract by reference. Supportive services include assistance with food; basic necessities; case management; civil legal services; education services; employment services; housing support; social services; transportation assistance; other supportive services. CONTRACTOR will enter ongoing client data directly into the RENEWPath database following the instructions as provided by COUNTY's Behavioral Health Substance Use Disorder branch. Some basic data elements required include client name, date of birth, system generated RENEWPath ID, gender, and several identification numbers related to involvement throughout the criminal justice system (not all may apply to each individual).

5. Operation and Program Expenses:

- A. Trainings:** Allowable operational expenses such as Training fees will be included as determined by COUNTY SUDS in conjunction with CONTRACTOR.

Contractor: Janus of Santa Cruz

Contract # 26H0385

B. Allowable Participant Support Item: Program incentives and participant support items play a key role in promoting engagement among individuals enrolled in the RENEWPath program. A comprehensive list of allowable items is available in the [BSCC Grant Administration Guide - July 2023](#), incorporated into this Contract by reference. Examples of appropriate expenditures include but are not limited to:

- a. Personal Care and Healthcare Items
 - i. Clothing, hygiene items, medication co-pays, physician recommended medical devices or products, etc.
- b. Vital Document Expenses
 - i. Expenses related to obtaining a California Identification (ID) or Driver's License, social security card, birth certificate, etc.
- c. Transportation
 - i. Tokens, taxi vouchers, bus passes for social services, educational, court, or program related appointments, etc.
 - ii. Vehicle maintenance expenses.
 - iii. Purchase of gasoline or mileage reimbursement.
 - iv. Purchase of a bicycle or other non-motorized vehicle.
- d. Education and Employment Support
 - i. Work clothes or equipment required by an employer or training program.
 - ii. Tuition enrollment fees for training or education programs.
 - iii. Subsidized employment.
 - iv. Books, backpacks or other supplies for training/education programs.
- e. Housing Related Costs
 - i. Rental assistance.
 - ii. Reasonable costs related to one-time move-in necessities for long-term housing placements.
 - iii. Fees for applications, credit checks, or enrollment costs for housing opportunities.
 - iv. Utilities, property maintenance costs, etc.
- f. Program Incentives: (no cash payments allowed):
 - i. Gift cards
 - ii. Stipends

C. Tracking: CONTRACTOR will track program incentives and participant support items in the manner required by COUNTY.

D. CONTRACTOR shall comply with all terms and conditions for the originating "Proposition 47" grant funds as agreed upon by COUNTY and the BSCC.

- A. These terms and conditions are attached as Attachment X-2 Additional Terms and Provisions.

Contractor: Janus of Santa Cruz

Contract # 26H0385

- B. Failure to abide by these documents may be cause for the Contract between COUNTY and CONTRACTOR to be terminated.

Contractor: Janus of Santa Cruz

Contract #: 26H0385

COUNTY OF SANTA CRUZ

EXHIBIT B – Budget, Fiscal and Payment Provisions

1. Compensation

- A. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not to exceed \$504,493 as detailed below. This compensation includes any and all reimbursements due to CONTRACTOR for duties performed pursuant to this Contract as requested by COUNTY.
- B. For this Contract, the *estimated* budget and compensation will be based on the following:

Description	Estimated Amount
Personnel:	
Night and Weekend Counselor @ 2 FTE	\$196,245
Night and Weekend Counselor-Supervisor @ 1 FTE	\$126,000
Data Analyst @ 1 FTE	\$131,748
Total Salaries and Benefits:	\$453,993
Operating Expenses:	
Training and related costs	\$10,000
Participant Support Items	\$35,000
Gift Card Incentives	\$5,500
TOTAL	\$504,493

For internal use only. Revisions may be made to address account code changes and/or typographical errors.										
Suffix	-01									
GL Key	364042									
GL Object	62367									
JL Key	H53002									
JL Object										
Total Amount	\$504,493									

2. Payment Terms

- A. CONTRACTOR shall be reimbursed in arrears based on actual costs expended by CONTRACTOR.
- B. CONTRACTOR will invoice in the format and in the manner required by COUNTY. Invoices at a minimum will include the following: invoice date, invoice number, remit to address including vendor name, contract number, date(s) of service (if applicable), description of services rendered, and total due. COUNTY will pay CONTRACTOR within thirty (30) calendar days of receipt of an invoice approved by COUNTY.
- C. CONTRACTOR will submit invoices by the 15th of the following month for each deliverable or no later than fifteen (15) calendar days after the end of the fiscal quarter. Invoices received after the 15th may result in the reduction or nonpayment of CONTRACTOR's claim amount by COUNTY if reasons for the delay are not due force majeure circumstances and result in inability to meet invoicing deadlines for the grant or funding source for this Contract.
- D. CONTRACTOR shall certify each claim/invoice submitted to COUNTY by including the following statement on each claim/invoice and signed by CONTRACTOR's officer: "The claimant, under penalty of perjury, states: That this claim/invoice and the items as therein set out are true and correct, that no part thereof has been heretofore paid, that the amount therein is justly due, and the claim is presented within one year after the last item thereof has accrued."
- E. Remit all invoices to: SUDSInvoices@santacruzcountyca.gov
- F. In no event shall COUNTY be required to pay for the cost of services which are covered by funding received by CONTRACTOR from other governmental agencies or outside funding sources such as private insurance companies, private payors, grants, etc.
- G. CONTRACTOR will submit Monthly Activity Trackers to COUNTY staff for all CONTRACTOR staff funded by this Contract. Monthly Activity Tracker drafts to be shared with COUNTY five (5) business days before related invoice deadline. CONTRACTOR will submit signed Activity Tracker along with each invoice. Activity Trackers will include:
 - 1. Date
 - 2. Staff Name and Role
 - 3. Type and Number of hours, including start and end time

4. Activity Description
5. Activity Category
6. Along with, Time Card Detailed Report for each staff

H. Per [Board of State Community Corrections \(BSCC\) Grant Administration Guide \(July 2023\)](#), CONTRACTOR will invoice costs for salaries and benefits of personnel based on the actual percentage of time spent on each grant or program. The annualized actual percentage charged for a particular position (e.g., Weekend Counselor) cannot exceed the annual percentage approved in the BSCC Grant Award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved Grant Award or subsequent grant award modification. Salaries are fixed compensation for services performed by employees of CONTRACTOR and are paid on a regular basis. These costs must be identified by position and percentage of salaries and rounded off to the nearest whole dollar. Salary costs include vacation, sick leave, and Compensating Time Off (CTO) earned and used during the grant cycle.

3. Additional Payment, Budget and Fiscal Provisions

A. Other financial provisions of this Contract are stated in Exhibit B2, which is attached hereto and incorporated into this Contract by this reference.

4. Budget Control

Budget modification(s) may be requested in writing by CONTRACTOR to COUNTY and are subject to prior review and written approval by COUNTY. Any change to the compensation total, if applicable, shall require a contract amendment and may be subject to COUNTY Board of Supervisor approval.

5. Required Reports and Payments

CONTRACTOR will submit all required reports identified in this Contract, including but not limited to Performance Measures/Outcomes and/or other Grant related reports. Failure to submit any of the required reports will result in withholding of payment of up to 5% of Contract maximum amount. Withheld payments will be transmitted to CONTRACTOR upon compliance with reporting requirements.

COUNTY OF SANTA CRUZ

EXHIBIT B2 –ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS (SUBSTANCE USE DISORDER SERVICES)

1. **DEFINITIONS:**

- A. **Net Contract Amount:** Negotiated Contract maximum amount COUNTY may reimburse CONTRACTOR.
- B. **Budget Grid:** Service Contract Budget pages of Exhibit B in this Contract.
- C. **Contract Cost per Unit:** Negotiated/established cost per unit of service as stated on the “CONTRACT COST PER UNIT” line on the Budget Grid.
- D. **Reimbursement Type:** Reimbursement mechanism negotiated with CONTRACTOR and identified on “REIMBURSEMENT TYPE” line on Budget Grid as either:
 - 1. **COST**, in which CONTRACTOR is reimbursed based on actual program costs,
 - 2. **FEE FOR SERVICE (FFS) RATE**, in which CONTRACTOR is reimbursed based on the contracted established cost per unit rate for Med-Cal services,
or
 - 3. **RATE**, in which CONTRACTOR is reimbursed based on the contracted negotiated cost per unit rate for non-Medi-Cal services.
- E. **Indigent Units of Service:** Indigent Units are defined as units of service that are delivered to clients who are not eligible for Medi-Cal programs or have no other insurance coverage.

2. **COST ALLOCATION:** CONTRACTOR agrees to apply approved cost allocation system to all program components and to permit COUNTY to examine all books and accounting records including invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.

3. **RECORDS, AUDIT, AND INSPECTION THEREOF:** CONTRACTOR will maintain accurate books and accounting records in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Contract. CONTRACTOR agrees to maintain auditable fiscal documents to comply with fiscal audits and monitoring requirements. CONTRACTOR will permit COUNTY to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Contract. COUNTY shall normally provide ten (10) calendar days’ notice to CONTRACTOR prior to examination of CONTRACTOR’s records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Contract shall have the same rights conferred upon COUNTY by this paragraph.

4. **ACCOUNTS RECEIVABLE:** In the event that CONTRACTOR or COUNTY terminates this Contract, COUNTY shall retain its interest in the accounts

receivable which were a result of CONTRACTOR conducting business under this Contract for COUNTY. The accounts receivable either shall be assigned to COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY in the exercise of its reasonable judgment.

5. **STATE / COUNTY FUNDING CONTRACT:** California Department of Health Care Services (DHCS) and Substance Use Block Grant (SUBG) Contracts are incorporated into this Contract by this reference.
6. **DRUG MEDI-CAL COMPLIANCE:** CONTRACTOR receiving Drug Medi-Cal Organized Delivery System (DMC-ODS) funds agrees to comply with all requirements for use of DMC-ODS funds applicable under this Contract, and to prepare and submit all claims and reports as may be required by the State's Payment Cost Reporting System (PCRS).
7. **PAYMENTS:**

A. **Form, Certification and Timeliness:** CONTRACTOR shall certify each claim/invoice submitted to COUNTY by including the following statement on each claim/invoice and signed by the CONTRACTOR's officer: "The claimant, under penalty of perjury, states: That this claim/invoice and the items as therein set out are true and correct; that no part thereof has been heretofore paid, that the amount therein is justly due, and the claim is presented within one year after the last item thereof has accrued."

COUNTY agrees to pay CONTRACTOR in a timely manner, no later than thirty (30) calendar days following the receipt and acceptance of the claim by COUNTY. If COUNTY does not accept CONTRACTOR's claim as correct or valid, COUNTY will provide notice to CONTRACTOR within one (1) business day of such determination.

B. Payment in Arrears:

1. **Actual Costs in Arrears:** CONTRACTOR's monthly claim in arrears for reimbursement from COUNTY shall be itemized as follows: (1) all of CONTRACTOR's actual and allowable costs resulting from services/activities and/or funding for the particular claim month for cost-based services, and/or (2) units of service provided for the particular claim month for cost-per-unit reimbursed services.
 - a. **COST Reimbursement:** For services designated with COUNTY as COST, CONTRACTOR shall submit monthly or quarterly invoices (or expense reports for payment in arrears) which clearly reflect actual costs and contain all required information regarding the services for which claim is made. The invoices or expense reports must be in a format approved by COUNTY.

- b. FFS RATE Reimbursement: COUNTY shall compensate CONTRACTOR on a fee-for-service basis for performing the contracted services timely entered in the COUNTY's Electronic Health Records (EHR) system (if required), and at the established rates on Attachment B-1. The number of units of service earned by CONTRACTOR each month shall be derived from the service data entered in the COUNTY EHR system and reported on the monthly Staff Activity Report. Unreconciled units of service will be addressed in subsequent reviews, and at the end of the fiscal year.
- c. RATE Reimbursement: COUNTY shall compensate CONTRACTOR for performing the contracted services at the established rates on the Budget Grid.
 - i. For required programs, the number of units of service earned by CONTRACTOR each month shall be derived from the service data entered in the COUNTY EHR system and reported on the monthly Staff Activity Report for required programs.
 - ii. For programs not required to enter services in the COUNTY EHR, the number of units of service shall derive from CONTRACTOR report(s).

Unreconciled units of service will be addressed in subsequent reviews and at the end of the fiscal year.

- d. Total Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each program component identified on the Budget Grid of Exhibit B with Reimbursement Type of FFS RATE and/or RATE.
2. Fixed Payments in Arrears for COST Reimbursement Type Services: When monthly fixed payments in arrears are requested by CONTRACTOR for COST reimbursement type services, CONTRACTOR will invoice COUNTY in arrears a fixed amount up to 1/12th of the Contract Maximum for those services and are subject to adjustment per review of actual costs and/or units of service provided as set-forth below in Section C, 3 "Performance Review Limitations". Fixed Payments in Arrears will not be provided for FFS RATE or RATE reimbursement type services.
 3. Amounts: The Budget Grid of Exhibit B of this Contract will specify the type of payment modality for each type of service (program component) delivered by CONTRACTOR. Each program component shall be identified on the Budget Grid as COST, FFS RATE, or RATE. For COST reimbursement, CONTRACTOR's monthly claim in arrears shall be limited in amount to allowable costs. For RATE reimbursement type, CONTRACTOR's monthly

claim in arrears shall be limited in amount to allowable units of service delivered at the Contract Cost Per Unit rate specified on the Budget Grid of Exhibit B.

4. Contracts on the COUNTY's Continuing Contracts List (CAL) identified as CAL Section II and/or Section III: For the forthcoming fiscal year for the period covering July and August, COUNTY agrees to reimburse CONTRACTOR's claims for this period in an amount not to exceed 2/12th of the prior year Contract amount or 2/12th of the proposed new year Contract amount, whichever is less or up to 3/12th with consultation and documented approval of the department's County Administrative Office Analyst and Auditor-Controller management, of the lesser prior year or new year Contract amount. The proposed new year amount shall not exceed the value shown in the COUNTY's CAL as approved by the COUNTY's Board of Supervisors during the final day of budget hearings, typically at the end of June. Upon execution of a renewed Contract for the forthcoming year, COUNTY will provide reimbursement in arrears commensurate with allowable costs and units of service delivered and shall include, if appropriate, adjustment for each of the months of July and August (and September, if applicable).

C. Advance Payment for COST Reimbursement Type Services:

1. Conditions: When a Non-profit, community-based organization granted tax-exempt status under Internal Revenue Code Section 501 requires payment advances for COST reimbursement type services, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. Evidence of such shall be retained in the department files. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs. Advance Payment will not be provided for FFS RATE or RATE reimbursement type services.
2. Amounts: When advances for COST reimbursement type services are requested by CONTRACTOR under this Contract, COUNTY agrees to provide CONTRACTOR with a one-time advance for the forthcoming fiscal year in an amount equal to 2/12th of the new year total Contract amount or 2/12th of the prior year total Contract amount, whichever is less. The proposed new year amount shall not exceed the value shown in the COUNTY's CAL as approved by the COUNTY's Board of Supervisors during the final day of budget hearings, typically at the end of June. The objective of the advance for COST reimbursement type services is to provide working capital for local non-profits for the provision of services contracted. Upon execution of a renewed Contract for the forthcoming year, CONTRACTOR will invoice in arrears for actual COST reimbursement type services provided starting with the month of July. Reconciliation of actual costs and/or units of

service provided against the advance payment will start at latest with the service month of April forward and will be subject to payment adjustment. Invoices for the months of April, May, and June maybe reduced for CONTRACTOR to repay COUNTY any unearned amount of the Advance payment.

3. Performance Review Limitations:

- a. Overview: If COUNTY makes advance payments or fixed payments to CONTRACTOR for COST reimbursement type services under terms of this Contract, COUNTY will review CONTRACTOR's performance progress with the intent to reduce payments in proportion to the value of services falling behind Contract expectations. COUNTY shall review CONTRACTOR's progress on an "as needed" basis, but not less than twice each fiscal year, typically in February and then in April.
- b. Defined Performance Expectations: The Budget Grid of Exhibit B of this Contract will specify the type of payment modality for each type of service (program component) delivered by CONTRACTOR. Each program component shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE, or RATE. For performance review purposes, the following percentages of completion are expected for each program component under the following Reimbursement Types:
 1. COST incur a minimum of 90% of budgeted expenditures; and
 2. FFS RATE/RATE provide a minimum of 95% of budgeted total units of service.
- c. Method: COUNTY performance reviews shall compare the Net Contract Amount value of (a) fiscal year-to-date total units of service provided by CONTRACTOR and/or fiscal year-to-date costs incurred by CONTRACTOR, to (b) prorated budget data. Year-to-date units shall be based on data entered into the COUNTY's management information system, and year-to-date costs shall be based on CONTRACTOR expenditure reports. Prorated budget data shall be based upon the Budget Grid for corresponding year-to-date period of time applied by expected percentages of completion as identified in paragraph 3.b. of this Section. COUNTY's review will compare CONTRACTOR's performance prorated budget for each program component. If the Net Contract Amount value of performance measured in aggregate for each Budget Grid is at or above the prorated budget including estimated Budget Transfer amounts agreed upon in writing between CONTRACTOR and COUNTY, then COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR and, as applicable, restore previous reductions. If the Net Contract Amount value of performance measured in aggregate for each Budget Grid is below the prorated budget, COUNTY will reduce the next monthly claim submitted

by CONTRACTOR. This reduction shall be equal to the dollar value of the performance shortage through the end of the month for which the claim is being evaluated, and, if applicable, include adjustment from previous review reductions. Unreconciled units of service will be addressed in subsequent invoices, subsequent reviews, and year-end reconciliation.

- d. Client Fees and Other Revenue: All clients, except those receiving treatment through DMC-ODS funds, may be charged a fee by CONTRACTOR for services provided hereunder which will depend on their individual circumstances. This fee shall be based upon the client's ability to pay for services but shall not be in excess of CONTRACTOR's unit costs of providing said services if CONTRACTOR is reimbursed under fee for service. No Santa Cruz County resident client shall be denied services because of inability to pay without prior COUNTY consultation. CONTRACTOR may waive client fees as needed. CONTRACTOR shall submit a client fee schedule to COUNTY for approval. The client fee schedule shall be submitted to sudsadmin@santacruzcountyca.gov on an annual basis, or as updated by CONTRACTOR. All fees collected from, or on behalf of clients shall be used to reduce the amount payable by COUNTY under this Contract. Revenue in the form of client fees and other revenue collected by CONTRACTOR as a result of providing services under this Contract shall be used by CONTRACTOR to support the cost of the total gross program, unless specified otherwise in this Contract. All revenue collected by CONTRACTOR under this Contract shall be reported, on a cash basis, in CONTRACTOR's claim to COUNTY, excluding revenue acquired through fund raising activities or charitable donation.

- D. Fees / Payments for Services not Covered by this Contract: Fees or payments collected from, or on behalf of, individuals not covered by this Contract for services provided by CONTRACTOR which are the same or similar to services described in Exhibit A of this Contract may be used by CONTRACTOR to expand or enhance CONTRACTOR's program. Fees and/or payments described above shall not reduce the amount of compensation claimed from COUNTY.

- E. Provider Overpayment: CONTRACTOR agrees to ensure Program Integrity and will comply with 42 Code of Federal Regulations (CFR) Section 438.608 related to return of overpayments, and related to issues of potential fraud, waste, or abuse. CONTRACTOR agrees to ensure Program Integrity (Fraud Waste and Abuse protection) by reimbursing COUNTY for all audit exceptions and disallowances, which are determined by the by the COUNTY's Director of Behavioral Health or their designee to be the responsibility of CONTRACTOR from either: 1) State audits (Fiscal & Quality Assurance); 2) COUNTY Quality Improvement Committee/utilization review (UR) denials; or 3) CONTRACTOR Internal audit practices.

Reimbursement shall be made within thirty (30) calendar days of the disallowance, unless CONTRACTOR chooses to appeal pursuant to State Medi-Cal procedures, or unless COUNTY defers payment until year-end reconciliation. When the outcome of appeal is determined, final due amount shall be made to COUNTY within thirty (30) calendar days.

F. Coordination of Benefits

COUNTY serves as the benefits administrator for all Specialty Mental Health Services covered by Medi-Cal. CONTRACTOR is responsible for managing Coordination of Benefits for clients with coverage from multiple payors. As the Payor of Last Resort for all Medi-Cal clients, COUNTY will reimburse CONTRACTOR only up to the Medi-Cal allowable rate for any given service, net of any reimbursement CONTRACTOR received from any other payors.

CONTRACTOR must provide COUNTY complete Coordination of Benefits information in accordance with Medi-Cal billing manual requirements, including amounts received from any payor. This information will be provided to COUNTY's Billing Department/Patient Accounting at 1800 Green Hills Road, Suite 240, Scotts Valley, CA 95066.

G. Time-Based Healthcare Services and Lock-Out Codes

1. **Time-Based Healthcare Services** The healthcare services provided under this Contract are governed by the Current Procedural Terminology (CPT) codes, which are structured based on time-based increments where applicable. For services that require time-based reporting, the total duration of the service, as documented by the provider, will be used to determine the appropriate CPT code and reimbursement rate. These services will be reported using the applicable CPT time-based codes as defined by the American Medical Association (AMA) and consistent with the guidelines outlined in the CPT manual. Time-based services are to be documented with precision, indicating the duration of the service based on QI instructions and guidelines found on COUNTY's website (<https://www.santacruzhealth.org/HSAHome/HSADivisions/BehavioralHealth/AvatarResources/CalAIM.aspx>), along with any specific details that justify the time spent.
2. **Lock-Out Codes** In situations where a "lock-out" code applies, the following rules shall govern the application of such codes:
 - a. A lock-out code is a restriction that prevents the billing of certain CPT codes in combination with other services due to overlapping time periods, duplicate procedures, or conflicting services, as defined by DHCS information the service tables on the MedCCC website (<https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>).

b. The lock-out codes and their applicable restrictions are determined based on the AMA's CPT guidelines, the payer's policies, and any other relevant rules governing time-based healthcare services.

8. MENTAL HEALTH SERVICES ACT COMPLIANCE

If a CONTRACTOR has such funding included in their Contract, CONTRACTOR will comply with all Mental Health Services Act (MHSA) laws, rules, and regulations established by the State Department of Health Care Services (DHCS) including but not limited to reporting requirements.

9. REQUIRED REPORTS AND PAYMENTS

CONTRACTOR will submit all required reports identified in this Contract, including but not limited to Performance Measures/Outcomes Reports and MHSA reports. Failure to submit any of the required reports will result in withholding of payment of up to 5% of Contract maximum amount. Withheld payments will be transmitted to CONTRACTOR upon compliance with reporting requirements.

10. QUALITY IMPROVEMENT REVIEW AND DISALLOWANCES: As referenced in Exhibit D, Section 5, "QUALITY IMPROVEMENT PARTICIPATION", CONTRACTOR will participate in the Quality Improvement Program. With regard to any quality review of consumer records and services that are determined to be disallowed, COUNTY will issue a notice of intent to disallow claims payments and recoup denied claims as follows:

A. Notice of intent to disallow claims payments:

1. At any time during the effective dates of this Contract, COUNTY may issue CONTRACTOR a written notice of intent to disallow claims payments associated with the delivery of services based on CONTRACTOR's failure to comply with documentation requirements specified in State and Federal regulations.
 - a. The failure to comply with these requirements shall be based on quality assurance reviews conducted by COUNTY or the appointed representative.
 - b. Before issuing a notice of disallowance, COUNTY shall provide CONTRACTOR an opportunity to rectify the disallowed documentation, within seven (7) business days of receiving the notice of disallowance, if permissible under State and Federal regulations.
2. A notice of intent to disallow claims payments is the result of a quality assurance audit on the documentation provided by CONTRACTOR for the provision of clinical services.

a. The purpose of the notice is to notify CONTRACTOR as early as practicable during the Contract period that the claims payment is considered unallowable under the Contract terms and to provide for timely resolution of any resulting disagreement.

b. In the event of disagreement, CONTRACTOR may submit to COUNTY a written response substantiating why the claims payment should be allowed.

(1) Any such response shall be answered by withdrawal of the notice or by COUNTY making a written decision within ten (10) calendar days.

3. At a minimum, the notice of disallowed claims payments shall:

a. Describe the specific claims payments to be disallowed, including estimated dollar value by claim and applicable time periods, and state the reasons for the intended disallowance:

b. State the notice effective date and the date by which written response must be received;

c. List the recipients of copies of the notice; and

d. Request CONTRACTOR acknowledge receipt of the notice.

B. Recoupment of denied claims:

1. On a quarterly basis, CONTRACTOR's invoice to COUNTY shall reflect a credit for the disallowed claims payment amount.

2. Recoupment for disallowed claims payments shall be based on the current contracted rates between COUNTY and CONTRACTOR in effect for the Contract term.

3. COUNTY shall not reimburse CONTRACTOR for any final disallowed claims payments in the final year-end reconciliation for the fiscal year.

a. All disallowed claims payments will be excluded from year-end reconciliation.

11. REPORTS: CONTRACTOR shall submit audited financial reports specific to this Contract on an annual basis, including but not limited to year-end report(s). The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 CFR 438.3(m)).

12. YEAR-END RECONCILIATION:

- A. Overview:** During the term of this Contract and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts earned by CONTRACTOR for the program components (or service modalities) specified on the Budget Grid of Exhibit B of this Contract up to the Contract maximum amount. Phases of reconciliation are listed below in chronological order.
- B. COUNTY Performance Review:** The first reconciliation payment adjustment is performed by COUNTY on a quarterly or on an “as needed” basis but not less than twice each fiscal year and is intended to reduce payment for units of service and/or costs that are less than the contracted amounts on the Budget Grid. Section 7.C.iii. Performance Review Limitations describes in detail the procedure followed by COUNTY.
Timeline: Typically occurs, at minimum, once in February when six (6) months of data are available, and once in April when nine (9) months of data are available.
- C. COUNTY Year-End Reconciliation:** At the subsequent time when all COUNTY's outstanding claims for payment from DMC/DMC-ODS are paid to COUNTY by the State, approximately six (6) to twelve (12) months following the close of the fiscal year, a year-end reconciliation will be administered by COUNTY. DHCS may, prior to completing payment to COUNTY of all outstanding COUNTY's claims, allow or disallow additional units previously submitted by COUNTY on behalf of the CONTRACTOR's Legal Entity. COUNTY may choose to appeal the DHCS disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Upon completion of year-end reconciliation, CONTRACTOR shall submit a claim for any amounts due from COUNTY, or CONTRACTOR shall submit a check to COUNTY reimbursing COUNTY for any unearned amount.
Timeline: No later than six (6) to twelve (12) months following the close of the COUNTY's fiscal year.
- D. CONTRACTOR Appeal Rights:** If CONTRACTOR disagrees with an audit finding made against it pursuant to Exhibit C, Section 14, CONTRACTOR may appeal that decision to the Behavioral Health Director or their designee for a review of the disputed finding. CONTRACTOR may further appeal the decision of the Behavioral Health Director to the Health Services Agency Director, who shall have final authority to determine CONTRACTOR's responsibility related to an audit finding. CONTRACTOR shall file their appeal within thirty (30) calendar days from the date of notification of the audit findings.

13. RECONCILIATION LIMITATIONS:

A. Overview: The Budget Grid of Exhibit B of this Contract will specify the type of payment modality for each type of service delivered by CONTRACTOR. Service modalities (program components) shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE or RATE. Each of these reimbursement types uniquely affects the reconciliation amount for services provided within each program component.

B. COST Reimbursement Type:

For each program component identified as COST reimbursement type, CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for services delivered, up to the Net Contract Amount for that program component, unless otherwise limited by other provisions in this Exhibit.

C. FFS RATE Reimbursement Type:

Allowable Units of Service for reconciliation shall be defined as the number of units entered into the COUNTY's management information system that are not denied through any process including COUNTY UR, State of California or Federal audit or disallowment.

D. RATE Reimbursement Type: Allowable Units of Service for reconciliation shall be defined as number of units not denied through any other process, including COUNTY UR, State of California or Federal audit or disallowment.

14. ANNUAL AUDIT: CONTRACTOR expending \$500,000 or more of Federal funds (excluding Drug Medi-Cal) in a single year must comply with Office of Management and Budget (OMB) Circular A133, Audits of Institutions of Higher Education and other NonProfit Institutions, which requires a single or program-specific audit be conducted annually. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited. Recipients of less than \$500,000 a year in Federal funds are exempt from A133 audit requirements. Only costs of audits performed under Circular A133 can be charged to the Federal award.

CONTRACTOR expending less than \$500,000 of Federal funds may be required by COUNTY to have an audit and will be notified in writing by COUNTY's Substance Use Disorder Services of any audit requirement and the due date. The scope of the audit and auditor's opinion shall include tracing a sample of units of service or costs charged to the Contract to source documents. Any exceptions on units of service or costs shall be reported as adjustments in the audit report. CONTRACTOR having independent audits shall submit a copy of all audit reports, comments on findings and recommendations, and corrective action plans to the COUNTY's Substance Use Disorder Services Administrator

within fifteen (15) calendar days of receipt of the audit report. COUNTY may withhold payment of claims until such reports are received.

All audits shall be conducted in accordance with the generally accepted government auditing standards as described in the current "Government Auditing Standards (2022 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States, incorporated into this Contract by reference.

CONTRACTOR agrees to pay COUNTY the full amount of any liability found to be due to COUNTY as a result of audit exceptions of CONTRACTOR. COUNTY agrees to pay to CONTRACTOR any additional amounts found to be owed by COUNTY to CONTRACTOR as a result of the audit report findings, not to exceed the maximum financial obligation of COUNTY under this Contract.

15. ADDITIONAL BUDGET CONTROL:

A. Funds Not Allowed to Transfer: Unless otherwise specifically allowed in Exhibit B, grants and pass through funds are not allowed to be transferred between Program Components and/or modes of service.

Furthermore, excluding FFS programs, positions funded at a level equal to or greater than 75% of the total position (e.g., one full-time equivalent) cost are prohibited to work in another program or bill other revenue sources for more than the balance of the total costs of the position without prior approval from COUNTY.

B. Funds with Transfer Limitations: Mental Health Services Act (MHSA, Proposition 63) may only be transferred to other MHSA funded program components.

C. Contract Amendment: If the Contract maximum compensation is reached for any given program budget, COUNTY and CONTRACTOR will discuss whether to increase the Contract maximum compensation, transfer funds between program, or reduce services.

COUNTY OF SANTA CRUZ

EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. TERMINATION.

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.
- C. Termination Due To Cessation Of Funding. COUNTY shall have the right to terminate this Contract without prior notice to CONTRACTOR in the event that State or Federal funding for this Contract ceases prior to the ordinary term of the Contract.
- D. Compensation Upon Termination. In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

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

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

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

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

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

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

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

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

A. TYPES OF INSURANCE AND MINIMUM LIMITS

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

5. CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

4. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned

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

2. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with COUNTY.
3. CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4.B. 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.

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

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

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

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

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

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

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

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

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

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

12. REPRESENTATIONS & WARRANTIES AND FINANCIAL REPORTING FOR 501(c)(3) NONPROFIT AGENCIES.

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

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

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

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

2. The Contract Administrator with concurrence of the County Auditor-Controller-Treasurer-Tax Collector may agree to extend the deadline for the Financial Statements required by this Paragraph.

3. In the sole discretion of COUNTY, the requirements of this Paragraph may be exempted where the Contract Administrator and the County Auditor-Controller-Treasurer-Tax Collector ascertain that such reporting is not essential, and does certify to its inapplicability by initialing in Exhibit X, Paragraph 4.

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

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

13. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.

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

14. POLITICAL ACTIVITIES PROHIBITED.

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

15. LOBBYING.

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

16. CONFORMANCE TO REGULATIONS.

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

17. RESPONSIBILITY FOR INVENTORY ITEMS.

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

18. NONDISCRIMINATION IN SERVICES.

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

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

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

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

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

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

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

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

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

32. NOTICES.

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

For COUNTY:
HSA BH SUDS Division
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060
SUDSAdmin@santacruzcountyca.gov

For CONTRACTOR:
Chief Executive Officer
Janus of Santa Cruz
200 7th Ave., Suite 150
Santa Cruz, CA 95062
Amber_Williams@janussc.org

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

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

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

33. GENERAL TERMS.

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

violation, as referenced in Paragraph 2 of this Contract.

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

obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

- L. No Third-Party Beneficiaries.** This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.
- M. Force Majeure.** Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.
- N. Authorized Signature.** CONTRACTOR represents and warrants to COUNTY that:

 1. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.
 2. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.
- O. Integrated Contract.** This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.
- P. Counterpart Execution.** This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

COUNTY OF SANTA CRUZ

EXHIBIT H₂- HIPAA BUSINESS SERVICES ADDENDUM

COUNTY as COVERED ENTITY

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

1. Use and Disclosure of Protected Health Information

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

2. Further Disclosure of PHI

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

3. Safeguarding PHI

Business Associate, as required by HIPAA Security Rule, 45 Code of Federal Regulations sections 164.308-312, shall implement appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI other than as provided for by this Addendum.

4. Unauthorized Use or Disclosure of PHI

Business Associate shall report to County any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation or breach of the Privacy Rule. Business Associate shall mitigate to the extent practicable any harmful effect that is known to Business Associate of a breach of PHI by Business Associate in violation of this Addendum. As required under the Health Information Technology for Economic and Clinical Health Act (HITECH Act), 45 Code of Federal Regulations sections 164.410-414, Business Associate shall report to County within twenty-four hours of discovery by Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

Breach means the acquisition, access, use, or disclosure of protected health information in a manner not permitted which compromises the security or privacy of the PHI.

4.1 Restrictions On Reproductive Health Care Information

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

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

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

5. Termination for Cause (Material Breach)

County may terminate this Addendum if Business Associate has violated a material term of this Addendum and resolution is not possible, or if Business Associate fails to resolve a known breach within a reasonable time as determined by County.

6. Agents and Subcontractors of Business Associate

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

7. Access to PHI

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

8. Amendments to Designated Record Sets

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

8. Documentation of Uses and Disclosures

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

10. Accounting of Disclosure

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

11. Records Available to County and Secretary

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

12. Destruction of PHI

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

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

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

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

13. Amendments to Addendum

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

14. Mitigation of Disallowed Uses and Disclosures

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

15. Data Aggregation

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

16. Termination of Contracts

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

17. Assistance in Litigation or Administrative Proceedings

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

18. No Third-Party Beneficiaries

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

19. Regulatory References

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

20. Survival

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

21. Generative Artificial Intelligence (GenAI) Technology Use And Reporting

- a) Business Associate shall not include or make available in their services or any work carried out under this Contract any GenAI technology, including GenAI from third parties

or subcontractors, as GenAI technology can materially impact functionality, risk, or contract performance,

- b) If Business Associate discovers any GenAI technology (including from third parties) has been used or made available in work or deliverables during the term of this Contract, Business Associate shall notify County in writing immediately.
- c) Business Associate failure to disclose GenAI and/or failure to submit reporting to County in compliance with this Paragraph may be a material breach of the Contract, as determined in County's sole discretion, and County may consider such failure as grounds for the immediate termination of this Contract. County is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
- d) County reserves the right to amend the Contract, without additional cost, to incorporate additional GenAI Special Provisions at its sole discretion and/or terminate any contract that presents an unacceptable level of risk.
- e) This section shall apply to Business Associate's subcontractors/consultants. Business Associate shall ensure that all contracts for services include compliance with this Paragraph.

COUNTY OF SANTA CRUZ
EXHIBIT X – REVISIONS TO EXHIBITS; ADDITIONAL TERMS AND PROVISIONS

1. INSURANCE WAIVERS

The following Insurance coverages are waived if marked below and as approved by the COUNTY's Risk Manager:

- | | Waived |
|--|--------------------------|
| a. Worker's Compensation | <input type="checkbox"/> |
| b. Automobile Liability | <input type="checkbox"/> |
| c. Comprehensive or Commercial General Liability | <input type="checkbox"/> |
| d. Professional Liability | <input type="checkbox"/> |
| e. Cyber Liability | <input type="checkbox"/> |

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C, Paragraph 3.A. are reduced if marked below with the stated Revised Amount as approved by the COUNTY's Risk Manager:

- | | Reduced | Revised Amount |
|--|--------------------------|-----------------------|
| a. Worker's Compensation | <input type="checkbox"/> | |
| b. Automobile Liability | <input type="checkbox"/> | |
| c. Comprehensive or Commercial General Liability | <input type="checkbox"/> | |
| d. Professional Liability | <input type="checkbox"/> | |
| e. Cyber Liability | <input type="checkbox"/> | |

3. LIVING WAGE

This Contract is subject to the Living Wage provisions of the Santa Cruz County Code Chapter 2.122, as detailed in Exhibit C, Paragraph 10, if initialed by COUNTY here: _____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C, Paragraph 12.B., if initialed by COUNTY here: _____

5. OTHER REVISIONS TO STANDARD LANGUAGE IN EXHIBITS

Attachment X-1 sets forth changes to terms and conditions contained in other Exhibits to this Contract. These changed terms and conditions supersede and modify the language contained in those Exhibits, as specified.

6. ADDITIONAL TERMS AND PROVISIONS

Attachment X-2 contains additional terms and provisions that are applicable to this Contract.

COUNTY OF SANTA CRUZ

ATTACHMENT X-2 – Additional Terms and Provisions

The following additional terms and provisions are applicable to this Contract:

1. CONTRACTOR shall comply with all of COUNTY's obligations stated in the Board of State and Community Corrections (BSCC) Proposition 47 Grant, Cohort IV State Fiscal Years 2024-2028 Program Specifications which are stated in the following pages.

MANDATORY SUBCONTRACT / MOU LANGUAGE FOR BSCC GRANTEES

Grant recipients awarded funding through the Board of State and Community Corrections (BSCC) **must** include specific language in all subcontracts/Memorandums of Understanding (MOUs) that use these monies for grant-funded project activities and expenditures. The following narrative is required, per contract with the BSCC:

Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project Access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

Certificate Of Completion

Envelope Id: BACDF51D-5AE6-4B79-A3DD-D25669400A01

Status: Completed

Subject: County of Santa Cruz Health Services Agency Contract - #26H0385 Janus of Santa Cruz

Source Envelope:

Document Pages: 47

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Nicole Campbell

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Nicole.Campbell@santacruzcountyca.gov

IP Address: 24.23.220.116

Record Tracking

Status: Original

Holder: Nicole Campbell

Location: DocuSign

12/15/2025 10:55:44 AM

Nicole.Campbell@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

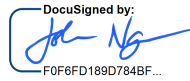
Timestamp

John Nguyen

JOHN.NGUYEN@SANTACRUZCOUNTYCA.GOV

Lead Assistant County County Counsel

Security Level: Email, Account Authentication
(None)

DocuSigned by:

F0F6FD189D784BF...

Signature Adoption: Uploaded Signature Image
Using IP Address: 63.194.190.100

Sent: 12/17/2025 10:34:13 AM

Viewed: 12/17/2025 11:12:31 AM

Signed: 12/17/2025 11:21:00 AM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM

ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

E4EADC5BA53B4B...

Signature Adoption: Pre-selected Style
Using IP Address: 63.194.190.100

Sent: 12/17/2025 11:21:02 AM

Viewed: 12/17/2025 12:42:20 PM

Signed: 12/17/2025 12:44:08 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Amber Williams

amber_williams@janussc.org

Chief Executive Officer

Janus of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

14A4120199804C1...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.238.242

Sent: 12/17/2025 12:44:10 PM

Viewed: 12/17/2025 2:17:56 PM

Signed: 12/17/2025 2:28:30 PM

Electronic Record and Signature Disclosure:

Accepted: 12/17/2025 2:17:55 PM

ID: 758281fb-f73a-47e7-8633-05704fe8265a

Connie Moreno-Peraza

Connie.Moreno-Peraza@santacruzcountyca.gov

Director HSA

Security Level: Email, Account Authentication
(None)

Signed by:

EC90C0AA04B4434...

Signature Adoption: Pre-selected Style
Using IP Address:
2600:1010:b0b4:27f4:bda5:5193:1125:e893
Signed using mobile

Sent: 12/17/2025 2:28:33 PM

Viewed: 12/17/2025 5:35:36 PM

Signed: 12/17/2025 5:36:15 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 9/3/2025 3:09:18 PM
ID: ab59d6ac-aabd-45ff-95ef-3694917bd2bf

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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HSA ADMIN
HSA.AdminProcessing@santacruzcountyCA.GOV
Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 63.194.190.170

Sent: 12/15/2025 11:08:34 AM
Viewed: 12/17/2025 10:19:06 AM
Completed: 12/17/2025 10:34:13 AM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2024 2:34:11 PM
ID: 00c89360-1e1f-479f-918e-15cefaa8da5a

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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JENNIFER HERRERA
JENNIFER.HERRERA@SANTACRUZCOUNTYCA.GOV
Health Services Agency (HSA) Assistant Director
County of Santa Cruz
Security Level: Email, Account Authentication (None)

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Sent: 12/17/2025 2:28:33 PM

Electronic Record and Signature Disclosure:

Accepted: 3/15/2022 11:53:09 AM
ID: adfbf871-ce91-4e73-80d4-0f78b849cdb5

COURTNEY O'DELL
COURTNEY.ODELL@SANTACRUZCOUNTYCA.GOV
Security Level: Email, Account Authentication (None)

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Sent: 12/17/2025 2:28:33 PM

Electronic Record and Signature Disclosure:

Accepted: 4/20/2023 3:40:16 PM
ID: de9a852b-15c8-4923-95e9-3ff5239bdded

Meredith Gowell
Meredith.Gowell@santacruzcountyca.gov
Accountant III
Security Level: Email, Account Authentication (None)

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Sent: 12/17/2025 5:36:18 PM

Electronic Record and Signature Disclosure:

Accepted: 3/9/2022 1:53:57 PM
ID: cb02ea83-d0c5-4e46-ad73-90827cc7575b

HSA ADMIN
HSA.AdminProcessing@santacruzcountyCA.GOV
Security Level: Email, Account Authentication (None)

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Sent: 12/17/2025 5:36:19 PM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2024 2:34:11 PM
ID: 00c89360-1e1f-479f-918e-15cefaa8da5a

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/15/2025 11:08:34 AM
Envelope Updated	Security Checked	12/16/2025 11:17:58 AM
Envelope Updated	Security Checked	12/17/2025 10:34:13 AM
Envelope Updated	Security Checked	12/17/2025 10:34:13 AM
Certified Delivered	Security Checked	12/17/2025 5:35:36 PM
Signing Complete	Security Checked	12/17/2025 5:36:15 PM
Completed	Security Checked	12/17/2025 5:36:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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