

COUNTY OF SONOMA
AGREEMENT FOR SERVICES
(Version 2025 Aug 12)

This agreement ("Agreement"), dated as of _____, 2026 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and the Committee on the Shelterless (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified homeless services provider, experienced and qualified to provide and support housing solutions to those experiencing homelessness; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor for those services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein. In the event of a conflict between the terms in the body of this Agreement and any of the following exhibits, the terms in the body of this Agreement shall control.

- Exhibit A. Scope of Work
- Exhibit B. Budget
- Exhibit C. Insurance Requirements
- Exhibit D. Privacy and Security of Personal and Personally Identifiable Information
- Exhibit E. United States District Court Northern California – District of California – San Francisco Division – Case No. 18-CV-01955-VC

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for

services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$500,000 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.5. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: n/a
- b. CFDA Title: n/a
- c. Federal Agency: n/a
- d. Award Name: n/a
- e. Federal Award(s) Amount: n/a
- f. Unique Entity Identifier (UEI/DUNS Number): n/a

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from July 1, 2026 through June 30, 2028 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further

provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 7 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records. Contractor agrees to comply with all requests for information from County necessary to fulfill County's reporting obligations. This includes providing any reports prepared by Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

9.6. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that

would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents, but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 9.15 shall survive termination of this Agreement..

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise

with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County	To Contractor
Michael Gause Ending Homelessness Manager Department of Health Services County of Sonoma 1450 Neotomas Avenue, Suite 120 Santa Rosa CA 95405 707-565-40999 michael.gause@sonomacounty.gov	Chris Cabral Chief Executive Officer Committee on the Shelterless (COTS) PO Box 2744 Petaluma CA 94953-2744 (740) 501-1063 ccabral@cots.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execute this Agreement by electronic means.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Chris Cabral, Chief Executive Officer
Committee on the Shelterless

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Nolan Sullivan, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

Exhibit A. Scope of Work

Keep People Housed Sonoma (KPHS) is a targeted homelessness prevention program intended to serve Sonoma County residents with incomes at or below 50% of the Area Median Income (AMI) who are at high risk of experiencing homelessness due to recent financial hardship. Households are prioritized using an online technology platform, including an evidence-based assessment tool, developed and maintained by Bay Area Community Services (BACS.)

Contractor shall serve as the Lead Provider for the KPH-Sonoma collaborative composed of partner agencies (Partner Agencies) to ensure the provision of services throughout Sonoma County. Contractor shall also serve as the hub for subregions not covered by partner agencies subcontracted through Contractor.

All subcontracts for Partner Agencies should be submitted to the Ending Homelessness Team.

Partner Agencies include the following:

- Community Support Network (CSN)
 - Central Santa Rosa (101 Corridor, East from Kenwood, West to Santa Rosa city limit)
- West County Community Services –
 - West County (West of Santa Rosa to the coast)
- Committee On the Shelterless
 - North County (Larkfield, North to County line)
 - Sonoma Valley (Kenwood, East to County Line)
 - South County (Rohnert Park, south to the County line)
- Legal Aid Sonoma County
 - Legal Services

As the Lead Provider, Contractor shall serve as the primary point of contact for the collaborative, including with BACS for the online platform, and the sole administrator of financial assistance payments. Contractor shall also oversee subcontracted services provided via partner providers and will compile results of each Partner Agency and will submit a cumulative report to the County describing the following: on services provided. Contractor shall be responsible for reporting on outcomes, including numbers served.

Services to be provided under KPH are as follows:

A. Flexible Financial Payments

Contractor shall provide flexible financial payments to clients prioritized by the KPH assessment tool and applicable threshold score. Payment amounts shall be individualized based on the unique needs of each client to help each client remain housed and support financial stability. Contractor shall endeavor to provide flexible financial payments in the form of rental assistance directly to the landlord, though rental assistance may be paid directly to a household if the situation requires it. In addition, flexible financial assistance may cover other housing-related expenses, if and to the extent that the situations require (e.g., utilities, medical bills, food,

application or credit check fees, security deposits). Housing-related expenses shall be covered based on need, including the household's simultaneous need to pay its rent.

B. Wraparound Services

Contractor and/or subcontracted partner agencies shall provide housing-focused services and/or referrals to clients who need or request such support. Wraparound services should be individualized for each client and take a flexible, hands-on approach to problem solving.

This hands-on approach must meet the needs of the target populations, including but not limited to:

- People who have previously experienced homelessness
- People with mental health conditions, chronic physical health conditions, or substance use disorder
- People with disabilities
- People who identify as BIPOC (Black, Indigenous, and people of color)
- People living in poverty

Wraparound services includes assisting clients in navigating and removing housing access barriers and improving economic stability. Additional services or referrals offered include other stabilizing supports, such as employment resources, childcare, financial literacy classes, and tenant education. The ultimate outcome of these services is to assist at-risk residents in retaining or accessing and maintaining stable housing. Wraparound services may include a housing stability plan depending on the needs of each household.

C. Legal Supports

Contractor and/or subcontracted partners shall provide legal/mediation support to clients who are facing eviction by referral to Sonoma County Legal Aid.

D. Outreach and Referral

Because many community members requiring assistance may be unaware of available services to assist with their housing stability needs, Contractor shall conduct outreach to the target populations listed herein and to community partners to promote awareness of KPH.

E. Client Feedback Surveys

Contractor shall ensure that every client receives an automated survey 180 days after receipt of flexible financial assistance. Survey results will capture satisfaction and housing retention. All survey results will be reported to the County.

Activity/Task	Description	Timing	Deliverable
Housing Stability: 6-month measure	Households served will remain stably housed for at least 6 months after receiving flexible financial assistance.	Quarterly Reporting	85% of Households served
Housing Stability: 12-month measure	Households served will remain stably housed for at least 12 months after receiving flexible financial assistance.	Quarterly Reporting	85% of Households served
Housing Stability: Returns to Homeless Services system	Households do not enter or re-enter emergency shelter within two years of receiving flexible financial assistance.	Quarterly Reporting Per HMIS Reporting	85% of households served

**Exhibit B. Budget
 Budget Per Fiscal Year**

Category	FY 26/27 Cost (\$)	FY 27/28 Cost (\$)
Lead Agency		
Financial Asstance to Households		
Direct Financial Assistance (Rent, Utilities)	0.00	0.00
Total Financial Assistance	0.00	0.00
Salary & Benefits (average 18% benefit rate, including taxes)		
Sr. A/P Specialist 0.7 FTE	NA Charged to Other Source	0.00
Associate Director 0.15 FTE	17,100.00	17,100.00
Sr. Accountant 0.05 FTE	NA Charged to Other Source	0.00
Grants Director 0.05 FTE	NA Charged to Other Source	0.00
Data Manager 0.05 FTE	NA Charged to Other Source	0.00
Subtotal – Salary and Benefits	17,100.00	17,100.00
Operating Costs		
Telephone/Telecommunication Services	400.00	400.00

Category	FY 26/27 Cost (\$)	FY 27/28 Cost (\$)
Printing and designing outreach materials, printing checks, printing manuals	250.00	250.00
Postage and Shipping (mailing checks for approved households)	1,500.00	1,500.00
Office Space Costs (rent costs, utilities, environmental services)	5,000.00	5,000.00
IT Costs (third-party administration, licenses, software costs)	1,200.00	1,200.00
Mileage (travel for training, meetings)	350.00	350.00
Employee Equipment Costs	1,250.00	1,250.00
Staff Training	250.00	250.00
Office Supplies	400.00	400.00
Subtotal – Operating Costs	10,600.00	10,600.00
Total Direct Costs Not Including Financial Assistance	27,700.00	27,700.00
Indirect Costs based on Direct Costs (not including Financial Assistance)	904.75	904.75
Total Expenses for Lead Agency	28,604.75	28,604.75
Subregional Provider Costs		
North County - Reach for Home	0.00	0.00
Central County, Santa Rosa - Community Support Network	78,000.00	78,000.00
West County - West County Community Services	35,000.00	35,000.00
South County - COTS	73,395.25	73,395.25

Category	FY 26/27 Cost (\$)	FY 27/28 Cost (\$)
Sonoma Valley - HomeFirst	0.00	0.00
Legal Assistance - Sonoma County Legal Aid	35,000.00	35,000.00
Subtotal - Subgrantee Costs	221,395.25	221,395.25
Total Program Costs	250,000.00	250,000.00
Total Funding		
County of Sonoma	250,000.00	250,000

Total: FY 2026-2027 \$250,000.00 + FY 2027-2028 \$250,000.00 = \$500,000.00

Exhibit C. Insurance Requirements

(Version 2025 Dec 31)

With respect to the performance of work under this Agreement, the Contractor shall maintain, and shall require all subcontractors, Contractors, and agents to maintain, insurance as described below, unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive termination or completion of this Agreement.

The County of Sonoma reserves the right, but has no obligation, to review any of the required insurance policies and endorsements. The County's failure to demand evidence of full compliance with these requirements, or failure to identify any deficiency in the provided insurance, shall not relieve the Contractor from, nor be construed as a waiver of, the obligation to maintain all required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Waiver of Subrogation (when applicable) where the Contractor's scope of work involves on-site, field-based, or other physical presence activities at County facilities or properties, the Contractor's Workers' Compensation policy shall be endorsed to waive the insurer's right of subrogation against the County of Sonoma, its officers, agents, and employees.

e. Required Evidence of Insurance:

- Certificate of Insurance evidencing coverage meeting the above requirements.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers' Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance written on an occurrence form, no less broad than ISO form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be satisfied by providing a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

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- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, that deductible or self-insured retention must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be included as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the County.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:**
- Certificate of Insurance evidencing coverage meeting the above requirements.
- 3. Automobile Liability Insurance**
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be satisfied by providing a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance:**
- Certificate of Insurance; or
 - Copy of Auto Policy Declarations Page
- 4. Professional Liability/Errors and Omissions Insurance**
- a. Minimum Limit: \$1,000,000 per claim or per occurrence. Coverage shall apply to liability arising out of the Contractor's professional acts, errors, or omissions in the performance of services under this Agreement
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- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, that deductible or self-insured retention must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Required Evidence of Insurance:

- Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Cyber Liability - Network Security and Privacy Liability Insurance

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Required Evidence of Insurance:

- Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with

County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonomacounty.gov

- c. Required Evidence of Insurance shall be submitted upon renewal, replacement, or extension of any required policy, and in no event later than the effective date of such renewal, replacement, or extension.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D. Privacy and Security of Personal and Personally Identifiable Information

1. Recitals

- a. The Department of Housing and Urban Development (HUD) requires user of the Homeless Management Information System (HMIS) to implement safeguards designed to protect the personal information (PI) and personally identifiable information (PII) that the user maintains. To support that effort, HUD adopted regulations similar to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition to complying with HUD regulations, contractors and subcontractors are obligated to protect all other PI, PII, or Sensitive PII (hereinafter identified as Protected Information) obtained on behalf of County pursuant to this agreement consistent with the California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).
- b. The purpose of this Exhibit G is to set forth Contractor’s privacy and security obligations with respect to Protected Information that Contractor may create, receive, maintain, use, or disclose on behalf of County pursuant to this Agreement.
- c. The terms used in this Exhibit G, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be consistent with such language as in effect or as amended.
- d. The provisions of this Exhibit G are supplemental to provisions of the [Continuum of Care HMIS Participation Agreement](#). Contractor must comply with both the Participation agreement and this Exhibit G. Any conflicts in the language of the agreements shall favor the provision that protects the data better, mitigates vulnerabilities and incidents better, and/or more fully reports breaches.

2. Definitions

- a. “Breach” shall have the meaning given to such term under in HIPAA 45 CFR § 164.402 – Definitions.
- b. “Breach of the security of the system” shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
- c. “County PI” shall mean Personal Information, as defined below, accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of County.
- d. “Personally Identifiable Information” (PII) refers to information that can be used to distinguish or trace an individual's identity, such as name, social security number, and biometric records; individually or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.

Some examples of PII include name, date of birth (DOB), email address, mailing address, medical history, family relationships, vehicle identifiers including license

plates, unique names, certificate, license, telephone and/or other specific reference numbers and/or any information that can directly identify an individual.

- e. “Personal Information” (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
- f. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- g. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains, or stores PI.
- h. “Sensitive Personally Identifiable Information” (SPII) is PII that, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone data elements.

Some examples of SPII include biometric information (e.g., DNA, iris images, fingerprint, and photographic facial images), Social Security Number (SSN), account numbers, and any other unique identifying number (e.g., Federal Housing Administration [FHA] case number, driver’s license number, or financial account number, etc.). Other data elements such as citizenship or immigration status; medical information; ethnic, religious, and account passwords, in conjunction with the identity of an individual (directly or indirectly inferred), are also SPII.

3. Terms of Agreement

a. Permitted Uses and Disclosures of County PI and PII by Contractor

Except as otherwise indicated in this Exhibit G, Contractor may use or disclose Protected Information only to perform functions, activities or services for or on behalf of County pursuant to the terms of this Agreement provided that such use or disclosure would not violate this agreement.

b. Responsibilities of Contractor

Contractor agrees:

- i. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information, to protect against anticipated threats or hazards to the security or integrity of Protected Information, and to prevent use or disclosure of

Protected Information other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of this Exhibit G. Contractor shall provide County with its current policies upon request.

- ii. General Privacy Controls. Not to use or disclose Protected Information other than as permitted or required by this Agreement or as required by applicable state and federal law.
 1. Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Protected Information.
 2. Contractor and its employees, agents, or subcontractors shall not use any Protected Information for any purpose other than carrying out Contractor's obligations under this Agreement.
 3. Contractor shall not disclose any Protected Information to anyone other than County except as permitted by this Agreement, authorized by the person who is the subject of Protected Information, or permitted by state and/or federal regulation.
- iii. General Security Controls. Contractor and its sub-contractors or vendors shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Information, and to protect paper documents containing Protected Information. These steps shall include, at a minimum:
 1. Complying with and ensuring its sub-contractors or vendors comply with all the data system security precautions listed in this Exhibit G including all documents incorporated by reference; and,
 2. As applicable for Contractor's information systems, providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in federal agencies; and
 3. Preserving and ensuring its sub-contractors or vendors preserve, the confidentiality, integrity, and availability of Protected Information with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices that contractor then applies to its own processing environment.

Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes, and updates to operating systems and applications as provided by Contractor and/or its sub-contractors or vendors. Contractor agrees to, and shall ensure that its sub-contractors or vendors, comply with County's current and future information security policies, standards, procedures, and guidelines.

- iv. Personnel Controls. Contractor shall implement the following personnel controls.
 1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County, or access or disclose Protected Information must complete information privacy and security training, at least annually, at Contractor's expense. Training shall emphasize the high level of sensitivity and protection of Sensitive Personally Identifiable Information. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
 2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
 3. Confidentiality Statement. All persons that will be working with County PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI or PI. The statement must be renewed annually. Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following termination of this Agreement.
 4. Background Check. Before a member of the workforce may access County PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Contractor shall retain each workforce member's background check documentation for a period of three (3) years.
- v. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. Contractor must conduct and document a system risk assessment/security review on all systems processing and/or storing County PHI or PI. The assessment/security review must be performed a minimum of every two years, must review whether administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection, must identify system security risks, and must document risk findings. Reviews should include vulnerability scanning tools.
- vi. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Information by Contractor or its subcontractors in violation of this Exhibit G.

- vii. Contractor’s Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Exhibit G on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Protected Information to the subcontractor.
 - viii. Cooperation with County. With respect to Protected Information, to cooperate with and assist County to the extent necessary to ensure County’s compliance with the applicable terms of HUD regulations and the California Information Protection Act.
 - ix. Designation of an Individual Responsible Privacy and for Security
 - 1. Contractor shall designate an individual to oversee its data security program who shall be responsible for carrying out the information security requirements of this Special Terms and Conditions document.
 - 2. Contractor shall designate an individual to oversee its information privacy program who shall be responsible for carrying out the information privacy requirements of this Special Terms and Conditions document.
 - 3. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.
 - x. Privacy & Security Audits. Contractor shall accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information privacy & security audit. This is to ensure that Contractor’s information privacy and security practices comply with contractual obligations, this Exhibit G, and related state and federal regulations. Contractor shall ensure that its sub-contractors or vendors comply with these same requirements.
 - xi. Availability of Information to County. To make Protected Information available to County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County Protected Information. Upon request by County, Contractor shall provide County with a list of all employees, contractors and agents who have access to Protected Information, including employees, contractors and agents of its subcontractors.
 - xii. Confidentiality of Alcohol and Drug Abuse Patient Records. Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements. All information subject to 42 CFR Part 2 shall be considered Sensitive Personally Identifiable Information.
- c. Data Security Requirements
- Contractor agrees to implement the following:

- i. Workstation/Laptop encryption. All workstations and laptops that store County PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by County Privacy and Security Office.
- ii. Minimum Necessary. Only the minimum necessary amount of County PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- iii. Antivirus software. All workstations, laptops and other systems that process and/or store County PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- iv. Patch Management. All workstations, laptops and other systems that process and/or store County PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- v. Data Destruction. If Protected Information is stored on a local device or server, when no longer needed, all Protected Information must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of County Privacy and Security Office.
- vi. System Timeout. The system providing access to County PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- vii. Access Controls. The system providing access to County PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- viii. Transmission encryption. All data transmissions of County PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI or PI in motion such as website access, file transfer, and E-Mail.
- ix. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

- d. Paper Document Controls
- i. Supervision of Data. County PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - ii. Escorting Visitors. Visitors to areas where County PHI or PI is contained shall be escorted and County PHI or PI shall be kept out of sight while visitors are in the area.
 - iii. Confidential Destruction. County PHI or PI must be disposed of through confidential means, such as crosscut shredding and pulverizing.
 - iv. Removal of Data. Only the minimum necessary County PHI or PI may be removed from the premises of Contractor except with express written permission of County. County PHI or PI shall not be considered “removed from the premises” if it is only being transported from one of Contractor's locations to another of the same Contractor’s locations.
 - v. Faxing. Faxes containing County PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
 - vi. Mailing. Mailings containing County PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.
- e. Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- i. Initial Notice to County. (1) To notify County immediately by telephone call plus email or fax upon the discovery of a breach of Protected Information in electronic media or in any other media if the Protected Information was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Protected Information. (2) To notify County within 24 hours (one (1) hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion, or unauthorized access, use or disclosure of Protected Information in violation of this Agreement or this Exhibit G, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer, or other agent of Contractor.

Notice shall be provided to County Privacy and Security Officer by calling 707-565-4703, and emailing DHS-Privacy&Security@sonoma-county.org.

- ii. **Prompt Action.** Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use, or disclosure of County PHI, Contractor shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment. Contractor shall also take any action required by applicable federal and state laws and regulations.
- iii. **Initial Investigation and Investigation Report.** Contractor shall immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use, or disclosure of PHI within 24 hours of the discovery. Contractor shall submit a report to County containing all relevant information known at the time.

Complete Report. To provide a complete report of the investigation to County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that provided in the Initial Report or Complete Report, Contractor shall make reasonable efforts to provide County with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a Complete Report, County may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the Complete Report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the Complete Report is submitted County shall review and approve the determination of whether a breach occurred, whether individual notifications are required, and Contractor's corrective action plan.

- iv. **Responsibility for Reporting of Breaches.** If the cause of a breach of Protected Information is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and California SIMM 5340-C (https://cdt.ca.gov/wp-content/uploads/2021/02/SIMM_5340-C-1.pdf). Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. County shall provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to County in addition to Contractor, Contractor shall notify County, and County and Contractor may take appropriate action to prevent duplicate reporting.
- v. **County Contact Information.** To direct communications to the above referenced County staff, Contractor shall initiate contact as indicated herein. County

reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Sonoma County Privacy Officer
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Office: 707-565-4703
Message: 707-565-5703
Email: DHS-Privacy&Security@sonomacounty.gov

**Exhibit E. United States District Court Northern California – District of California –
San Francisco Division – Case No. 18-CV-01955-VC**