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Individuals, Now dba Social Advocates for Youth
Agreement to Provide
FINANCIAL ASSISTANCE & MENTAL HEALTH SERVICES
Funding Amount: **$1,027,418**
Term: **July 1, 2022 to December 31, 2023**
Agreement Number: PREE-SAY-ARPA-2224
Funding Source: Coronavirus Local Fiscal Recovery Funds (CLFRF)
Assistance Listing Number (ALN): 21.027

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1, 2022 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Individuals, Now dba Social Advocates for Youth, a California non-profit Corporation designated as a Subrecipient of federal funds as more thoroughly described in Exhibit E: American Rescue Plan Act (ARPA) Rider attached hereto, (hereinafter "Contractor").

RECITALS

WHEREAS, County issued a Notice of Funding Availability (NOFA) in February 2022 and Contractor's Application was accepted for funding in order to support community resilience and address community needs identified as a result of COVID-19; and

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in providing financial assistance and mental health services and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for Homeless Services Consortium-Financial Assistance AND Mental Health 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. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- ☒ **Exhibit A: Scopes of Subrecipient Work**
- ☒ **Exhibit B: Fiscal Provisions/Budgets**
- ☒ **Exhibit C: Insurance Requirements**
- ☒ **Exhibit D: Assurance of Compliance**
- ☒ **Exhibit E: American Rescue Plan Act (ARPA) Rider**
- ☒ **Exhibit F: Professional Licensure/ Certification**
- ☐ Exhibit G: Media Communications *{in Exhibit E}*
- ☐ Exhibit H: Accessibility
- ☒ **Exhibit I: ARPA Data System Requirements**
- ☐ Exhibit J: Adverse Actions / Complaint Procedures

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

1.2. Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A: Scopes of Subrecipient Work” (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and 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.

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

1.4. 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; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. 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.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI).

1.5.4. 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.

1.5.5. 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 under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Million, Twenty-Seven Thousand, Four Hundred Eighteen Dollars ($1,027,418.00), without the prior written approval of County. 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 the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County 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.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the 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.

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

3. Term of Agreement.

The term of this Agreement shall be from July 1, 2022 to December 31, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.

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 five (5) days 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 or fail to observe any of the terms, covenants, or conditions of this Agreement, County may immediately terminate

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. 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 or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. 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 Article 9.17 (Ownership and Disclosure of Work Product) 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.

4.5. 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 expenses 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 Article 4.2, 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.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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 Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. 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

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

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" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

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. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. 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, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. 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 Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. 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.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County’s request for inspection at any reasonable time.

9.6.1. Compliance with section 602(c) of the Social Security Act: Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of five (5) years from the date all funds have been expended or returned to County, whichever is later. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. 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.

9.9. 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 requirements of section 602 of the Social Security Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. In addition, Contract agrees to comply with 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 may be 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.

9.10. 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 practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), 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.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as “Exhibit D: Assurance of Compliance” (hereinafter “Exhibit D”), and incorporated by this reference, in order to certify that contractor is in compliance with Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County’s request.

9.11. 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.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50 to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

Contractor, and each of its employees, agents, contractors and subcontractors, shall fully comply and ensure compliance relative to the services provided hereunder with all applicable laws regarding the confidentiality of PHI, including but not limited to, the regulations under the Health Information Portability and Accountability Act (hereinafter “HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (hereinafter “HITECH Act”).

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. “Personal identifying information” shall include, but not be limited to: name, identifying number, social security number, state driver’s license or state identification number,

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees to report any suspected security incident or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to Privacy&Security@sonoma-county.org.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. 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.

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

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other'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 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 thirty (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.

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, and no such transfer

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

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.

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

TO COUNTY:	County of Sonoma, Human Services Department Contracts Unit (contracts@schsd.org) 3600 Westwind Boulevard Santa Rosa, CA 95403
TO CONTRACTOR:	Individuals, Now 2447 Summerfield Road Santa Rosa, CA, 95405

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (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 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 paragraph.

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. 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.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

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 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. 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. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission (“Fax”) or by electronic mail (“email”) delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

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

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

CONTRACTOR
Individuals, Now
dba Social Advocates for Youth

By: DocuSigned by: Anita Maldonado 7910B40C5B904B7...
Name: Anita Maldonado
Title: Executive Director
Date: 9/2/2022

COUNTY OF SONOMA

By: A. Struckmann
Name: Angela Struckmann
Title: Director, Human Services Department
Date: 9/14/2022

APPROVED AS TO SUBSTANCE FOR COUNTY

By: Oscar Chavez
Name: Oscar Chavez
Title: Assistant Director, Human Services Department

[ ] EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: Adam Radtke, Deputy
County Counsel

[X] CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

[ ] INSURANCE REQUIREMENT CHANGES APPROVED, WAIVED, OR EXEMPTED BY RISK MANAGEMENT

By: Amanda Gayda

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

EXHIBIT A: Scopes of Subrecipient Work

This Exhibit A (Scopes of Subrecipient Work) includes the following, which are attached hereto and incorporated herein by this reference:

1. **Exhibit A-1:** Financial Assistance Services Scope of Work
2. **Exhibit A-2:** ARPA Eligible Beneficiaries
3. **Exhibit A-3:** Mental Health Services Scope of Work

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

Exhibit A-1: Financial Assistance Services Scope of Work

I. Subrecipient Responsibilities

County is allocating funds for Contractor to implement and carry out, on County's behalf, this Scope of Work, an eligible program/project under the subject ARPA funding. Contractor will administer all tasks in connection with the aforesaid program/project, including further programmatic decision-making and determining eligibility for receipt of funds as appropriate, in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to County.

II. ARPA Overview

The American Rescue Plan Act (ARPA), signed into law on March 11, 2021, provides federal resources to local governments to "change the course of the pandemic and deliver immediate relief for American workers." COVID-19's impact across the nation and in our community has disproportionately harmed certain communities. To meet the intent of this legislation and to drive our community's equitable recovery, the County has analyzed data and sought input from the community to understand what needs continue to exist. As a result, the County is prioritizing community investments that address disproportionality in burdens and need and ensure accountability to the equity principles in the ARPA legislation, in the County's Racial Equity & Social Justice Strategic Plan Pillar, and in the Portrait of Sonoma County: 2021 Update.

Under the legislation, funding can be used to provide assistance to households or populations facing negative economic impacts due to COVID-19. Eligible uses include food assistance, cash assistance, and emergency assistance for individuals experiencing homelessness.

III. Equity and Social Justice

The County promotes fair, accessible and culturally relevant engagement with families and individuals that supports equity and social justice. Contractor will promote: a commitment to self-reflection and lifelong learning; recognition of power and privilege as undeniable factors in relationships; and acknowledgment of the expertise of each individual or community group as leader and educator on the content and nature of their culture/experience. Contractor will understand how the intersectionality of social categorizations such as gender, race, socio-economic status, immigration status, ethnicity, nationality, sexual orientation, family structural identities, religion, age, mental disability, physical disability, mental illness, and physical illness create overlapping and interdependent systems of discrimination and disadvantage; and have a commitment to suspending judgment and promoting equitable access to public health protections, advancements, and economic recovery.

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IV. Program Overview

The Homeless Services Consortium, consisting of Social Advocates for Youth, Catholic Charities, Reach for Home, West County Community Services, and InterFaith Shelter Network, will provide a basic needs support program as part of a framework of Trauma Informed Care and Harm Reduction that centers client need and client choice for unhoused and precariously housed members of the Sonoma County community. Consortium members will strengthen relationships and improve ease of services for clients through this coalition model.

V. Number of Beneficiaries Served

Contractor will provide basic needs support to 600 beneficiaries. Of these, fifty percent (50%) will be connected to additional services.

VI. Program Services

A. The Homeless Services Consortium will provide basic needs support, as follows.

1. Food assistance, including the provision of groceries
2. Cash assistance
3. Emergency assistance for those experiencing homelessness

B. The Consortium will maintain a robust network of partnerships across the county to ensure that every person experiencing homelessness has access to Consortium services as well as to any further services appropriate for their needs.

C. Direct Financial Assistance

1. Financial Assistance provided will be proportionate to the negative economic impact of the pandemic on the specific beneficiary. Contractor will document how assistance was determined to ensure that it does not exceed the amount needed to address the identified impact.
2. Contractor will develop a plan, priorities, procedures and appropriate internal controls to approve and monitor all financial assistance payments.
3. Contractor will accurately document any financial assistance awards/distributions and denials.
4. Whenever possible, cash assistance and emergency assistance payments should be made directly to third party vendors on behalf of clients.

VII. Culturally Responsive Services

A. Contractor will have a sufficient level of culturally competent, trained and qualified paid staff to effectively carry out program activities.

B. Contractor will maintain policies, procedures, practices, and services that address systemic racism and equity issues for program participants and provide staff training and discussion opportunities that assess and improve equity policies, practices, and services.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

VIII. Outreach Services

Street Outreach Programs operated by Consortium members for dedicated populations or within dedicated geographical areas of the county will connect with people who are precariously housed or experiencing homelessness in priority areas, including Qualified Census Tracts and other low-income neighborhoods. Consortium members will share information about available services with partner agencies in the community through multiple methods, including presentations in school classrooms, tabling at events, street outreach, and sharing flyers with other social service agencies. Consortium members will also connect immediately with current clients already receiving services.

IX. Eligibility Requirements

ARPA Beneficiary Categories: I. Households and Communities

Contractor will collect verification of program/service eligibility for all beneficiaries as applicable prior to service provision, as directed by County. Please see Exhibit A-2 for eligibility criteria for beneficiary categories.

This program prioritizes those who are precariously housed or experiencing homelessness in QCTs and other low-income neighborhoods.

X. Data and Reporting Requirements

A. Documentation Requirements. Contractor will ensure that required documentation as defined by County is available for review by County as detailed in Articles 9.6 and 9.7 in the body of this Agreement.

B. Accurate and Timely Submissions. Contractor will maintain complete, up-to-date, and accurate records, tracking mechanisms, and management controls. Contractor will be responsible for submitting all data, documents, and required reports, accurately, on time, and in the manner prescribed by County.

C. Responsiveness. Contractor will respond in a timely manner to every communication and request for information from County.

D. Required Data Systems. Contractor will submit required fiscal, programmatic and outcome data electronically into County-provided, online databases, (OpenGov and Apricot systems), as directed by County.

E. Reporting Requirements.

1. Programmatic Data

   Contractor agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. In addition to monthly expenditure reporting, Contractor will submit quarterly and/or annual programmatic data related to establishing service eligibility and ongoing needs (collected through a social determinant of health screening), the number and demographics of impacted and/or disproportionately impacted beneficiaries served, and key performance indicators (locally developed and as required by the US Department of the

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Treasury). Whenever possible, data should be disaggregated by race, ethnicity, gender, income, and other relevant factors.

2. Equity Centered Results-Based Accountability (EC RBA) Plan

   Equity Centered Results-Based Accountability (EC RBA) intentionally centers racial equity, assessing the impact of our actions on Black, Indigenous and other communities of color, and working backwards towards identifying and implementing solutions that address the root causes of inequities to create better outcomes that are felt and experienced in these communities. The County of Sonoma is accelerating our use of an equity centered RBA framework as an approach to assess and transparently share the impact of County investments in these communities experiencing the most racial marginalization and gravest outcomes.

   Upon execution of the Agreement County and Contractor will work to develop performance measures reflective of outcomes included in the scope of work. This may include, but is not limited to, attending EC RBA training(s), creating an EC RBA plan, submitting quarterly performance measure data and participating in quarterly EC RBA Turn the Curve conversations. County and Contractor will finalize EC RBA plan within two (2) months of Agreement execution.

XI. Lead Agency Requirements

A. Contractor, as lead agency, will adhere to and ensure that Subcontractors are meeting the following requirements:

   1. Contractor will ensure that all Subcontractors will abide by conditions stated in this Agreement, including but not limited to insurance, confidentiality, data security, and living wage requirements. Contractor will perform at least one fiscal monitoring and one program monitoring for all Subcontractors during the term of this Agreement.
   2. Contractor will ensure that referrals and services are coordinated in a seamless manner with its partners.
   3. Contractor will ensure that all Subcontractors collect required data and information using the identified procedures and forms as specified by County.

B. Contractor is responsible for tracking all participants and submitting required information to County.

XII. Additional Program Requirements

Contractor will participate in technical assistance and other meetings convened by County.

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Exhibit A-2: ARPA Eligible Beneficiaries

Beneficiaries eligible for services, as determined by the ARPA Final Rule, are described below.

I. Households and Communities

A. Impacted Households and Communities

- Low[1]- or moderate[2]-income households or communities
- Households that experienced unemployment
- Households that experienced increased food[3] or housing insecurity[4]
- Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period of time

B. Disproportionately Impacted Households and Communities

- Low-income households[1] and communities
- Households residing in Qualified Census Tracts[5]

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[1] Low-income household is defined as a household with: (1) Income at or below 185 percent of the Federal Poverty Guidelines published by the Department of Health and Human Services. Please note a default household size of three can be used for ease of administration ($40,626 per year). Or (2) Income at or below 40 percent of the Area Median Income for its county and size of household according to the Department of Housing and Urban Development.

[2] Moderate-income household is defined as a household with: (1) Income at or below 300 percent of the Federal Poverty Guidelines published by the Department of Health and Human Services. Please note a default household size of three can be used for ease of administration ($65,880 per year). Or (2) Income at or below 65 percent of the Area Median Income for its county and size of household according to the Department of Housing and Urban Development.

[3] Food **insecurity** is the limited or uncertain availability of nutritionally adequate and safe foods, or limited or uncertain ability to acquire acceptable foods in socially acceptable ways. Food **security** for a household means access by all members at all times to enough food for an active, healthy life. Food security includes at a minimum: The ready availability of nutritionally adequate and safe foods, and Assured ability to acquire acceptable foods in socially acceptable ways (that is, without resorting to emergency food supplies, scavenging, stealing, or other coping strategies).

[4] Housing insecurity is defined as not paying the full amount of rent or mortgage and/or utility bills (gas, oil, or electricity) sometime in the previous 12 months.

[5] The legislation has defined households, small businesses, and non-profits located in HUD Qualified Census Tracts as having been Disproportionately Impacted by the pandemic. The County is expanding the list of prioritized service areas, taking into account the Human Development Index (HDI) scores revealed in the Portrait of Sonoma County: 2021 Update as well as health data related to the effects of COVID-19 on specific populations. See Attachment D – Map of Sonoma County Qualified Census Tracts.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

- Households that qualify for certain federal benefits:
  - Temporary Assistance for Needy Families (TANF)
  - Supplemental Nutrition Assistance Program (SNAP) / CalFresh
  - Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs
  - Medicare Part D Low-Income Subsidies
  - Supplemental Security Income (SSI)
  - Head Start and/or Early Head Start
  - Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
  - Section 8 Vouchers
  - Low-Income Home Energy Assistance Program (LIHEAP)
  - Pell Grants
  - Households receiving services provided by Tribal governments

II. Unemployed and Underemployed Workers

Unemployed and Underemployed Workers are defined as individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work.

III. General Public

When providing behavioral health services, the impacted population is identified as the general public and presumes that all programs and services are reasonably proportional responses to the harm identified unless a response is grossly disproportionate to the type or extent of harm experienced. In other words, behavioral health services can be provided to members of the general public without any further analysis of impacts of the pandemic on those individuals and whether the service is responsive.

IV. Small Businesses

Small business is defined as a business concern or other organization that: (1) Has no more than 500 employees or, if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and (2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).

Micro-business is defined as a small business that has five or fewer employees, one or more of whom owns the small business.

A. Impacted Small Businesses

- Small businesses that experienced decreased revenue or gross receipts

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

- Small businesses that experienced financial insecurity
- Small businesses that faced increased costs
- Small businesses that don't have the capacity to weather financial hardship
- Small businesses challenged with covering payroll, rent or mortgage, and other operating costs

B. Disproportionately Impacted Small Businesses

- Small businesses operating in Qualified Census Tracts
- Small businesses operated by Tribal governments or on Tribal lands

V. Nonprofits

Nonprofit is defined as a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) or 501(c)(19) of the Internal Revenue Code.

A. Impacted Nonprofits

- Nonprofits that experienced decreased revenue (e.g., from donations and fees)
- Nonprofits that that experienced financial insecurity
- Nonprofits that faced increased costs (e.g., uncompensated increases in service need)
- Nonprofits that don't have the capacity to weather financial hardship
- Nonprofits challenged with covering payroll, rent or mortgage, and other operating costs

B. Disproportionately Impacted Nonprofits

- Nonprofits operating in Qualified Census Tracts
- Nonprofits operated by Tribal governments or on Tribal lands

VI. Title 1 Eligible Schools

Title I eligible schools means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

A. Disproportionately Impacted Title 1 Eligible Schools

For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

Exhibit A-3: Mental Health Services Scope of Work

I. Subrecipient Responsibilities

County is allocating funds for Contractor to implement and carry out, on County's behalf, this Scope of Work, an eligible program/project under the subject ARPA funding. Contractor will administer all tasks in connection with the aforesaid program/project, including further programmatic decision-making and determining eligibility for receipt of funds as appropriate, in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to County.

II. ARPA Overview

The American Rescue Plan Act (ARPA), signed into law on March 11, 2021, provides federal resources to local governments to "change the course of the pandemic and deliver immediate relief for American workers." COVID-19's impact across the nation and in our community has disproportionately harmed certain communities. To meet the intent of this legislation and to drive our community's equitable recovery, the County has analyzed data and sought input from the community to understand what needs continue to exist. As a result, the County is prioritizing community investments that address disproportionality in burdens and need and ensure accountability to the equity principles in the ARPA legislation, in the County's Racial Equity & Social Justice Strategic Plan Pillar, and in the Portrait of Sonoma County: 2021 Update.

Under the legislation, funding can be used to address mental health that was worsened by the pandemic, including addressing increased rates of behavioral health challenges at a population or individual level; respond to new behavioral health challenges or exacerbation of pre-existing challenges, including new barriers to accessing treatment; services across the continuum of care; services for special populations; programs or services to support equitable access to services and reduce racial, ethnic, or socioeconomic disparities in access to high-quality treatment; respond to opioid use disorder and prevent overdose mortality; and for behavioral health facilities and equipment.

III. Equity and Social Justice

The County promotes fair, accessible and culturally relevant engagement with families and individuals that supports equity and social justice. Contractor will promote: a commitment to self-reflection and lifelong learning; recognition of power and privilege as undeniable factors in relationships; and acknowledgment of the expertise of each individual or community group as leader and educator on the content and nature of their culture/experience. Contractor will understand how the intersectionality of social categorizations such as gender, race, socio-economic status, immigration status, ethnicity, nationality, sexual orientation, family structural identities, religion, age, mental disability, physical disability, mental illness, and physical illness create overlapping and interdependent systems of discrimination and disadvantage; and have a commitment to suspending judgment and promoting equitable access to public health protections, advancements, and economic recovery.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

IV. Program Overview

Social Advocates for Youth (Contractor) will partner with school districts across Sonoma County to provide integrated counseling and grief support services to help students who may not have access to mental health care address the emotional and psychological impacts of the pandemic. Contractor will also provide training on Trauma Informed Care and grief to teachers and administrators at school sites so that school staff have the tools to understand the needs behind what would otherwise be categorized as misbehavior. These services will be provided with the goal of improving students' coping skills and reducing social and emotional barriers to learning.

V. Number of Beneficiaries Served

Contractor will provide mental health services to 250 students over the entire program period, through December 31, 2024.

VI. Program Services - Under this agreement Contractor will provide the following services:

Coordinate with District social workers and other relevant offices to determine schools with the highest mental health needs and collaborate with the administration for each school about the school's needs and culture. Based on the collaborative assessment, Contractor will provide the appropriate grief or counseling services to meet student need. Teachers and administrators will refer students to either mental health counseling or grief support, as needed.

A. School-based Training.

1. Provide educational workshops and grief training to teachers and administrators at school sites, so that school staff have the tools to understand the needs behind what would otherwise be categorized as misbehavior.
2. Deliver teacher trainings to ensure students receive the benefit of a trauma informed classroom, including support on connecting with families and caring for themselves as they navigate their student's mental health needs.
3. Collaborate across the school to build out triage systems that ensure students are sent to the right professional, whether that is a clinician, school counselor, or another resource.
4. Build relationships across the school district to conduct assessments to determine what events, experiences, and needs are impacting these students and their families.

B. School Mental Health and Grief Services.

1. Provide approximately 8-10 sessions of individual trauma informed mental health services and interventions to help youth develop coping skills to deal with the issues impacting them at school.
    i. Interventions will be developmentally, age, and needs tailored, and may include Play and Art therapy, Solution focused and Brief therapy,

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Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and others.

2. Provide individual or group Grief Services to students as appropriate to student and school need to support grieving youth in developmentally appropriate ways.
    i. Interventions will utilize numerous interactive therapeutic techniques, including supported play, expressive arts, prosocial interaction, and teaching self-care.
    ii. If grief groups are determined to be appropriate for the school site, groups will run for between six and ten weeks, meeting at least once a week.
3. Provide external referrals for students who need more long-term therapeutic care, or expand goals to address deeper needs.

VII. Culturally Responsive Services

A. All services will be provided in the primary language of the household/individual, with cultural humility/deference.

B. Contractor will provide written materials (or other media) in both English and program participants' preferred language and deliver sessions orally (or with certified interpretation), as a way of bolstering vocabulary and fostering linguistic and cultural pride.

C. Contractor will have a sufficient level of culturally competent, trained, and qualified paid staff to effectively carry out program activities.

D. Contractor will maintain policies, procedures, practices, and services that address systemic racism and equity issues for program participants and provide staff training and discussion opportunities that assess and improve equity policies, practices, and services.

E. Contractor will review the data generated by the school-based services each semester and compare them against the population data for each district. This data will be shared back with each school to continuously improve overall service delivery and ensure an equitable distribution of services.

F. Contractor will deliver services that are culturally and linguistically specific as well as geared toward the needs of the micro-community of that school district by building relationships across the school district, with Superintendents, teachers, and administrators, and conducting assessments to determine what events, experiences, and needs are impacting these students and their families.

G. Contractor will deliver culturally informed therapeutic interventions that will address student experiences and needs, not just the culturally dominant narratives around grief and mental distress.

VIII. Outreach Services

Outreach will be conducted in partnership with the Sonoma Valley Unified School District at Flowery and El Verano Elementary Schools. Outreach will also be conducted with other partner schools as determined by school need and capacity as well as willingness to partner with Contractor. Contractor will connect young people

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experiencing mental health crises with immediate, easily accessible services at no cost.

IX. Eligibility Requirements

ARPA Beneficiary Categories: General public, specifically students

ARPA funds may be used to provide mental health services that respond to increased rates of behavioral health challenges at the population or individual level. They may also be used to close disparities in access to mental health services and to serve special populations.

Contractor will determine program/service eligibility and suitability for all beneficiaries as applicable prior to service provision.

X. Data and Reporting Requirements

A. Documentation Requirements. Contractor will ensure that required documentation as defined by County is available for review by County as detailed in Articles 9.6 and 9.7 in the body of this Agreement.

B. Accurate and Timely Submissions. Contractor will maintain complete, up-to-date, and accurate records, tracking mechanisms, and management controls. Contractor will be responsible for submitting all data, documents, and required reports, accurately, on time, and in the manner prescribed by County.

C. Responsiveness. Contractor will respond in a timely manner to every communication and request for information from County.

D. Required Data Systems. Contractor will submit required fiscal, programmatic and outcome data electronically into County-provided, online databases, (OpenGov and Apricot systems), as directed by County.

E. Reporting Requirements.

1. Programmatic Data

   Contractor agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. In addition to monthly expenditure reporting, Contractor will submit quarterly and/or annual programmatic data related to establishing service eligibility and ongoing needs (collected through a social determinant of health screening), the number and demographics of impacted and/or disproportionately impacted beneficiaries served, and key performance indicators (locally developed and as required by the US Department of the Treasury). Whenever possible, data should be disaggregated by race, ethnicity, gender, income, and other relevant factors.

2. Equity Centered Results-Based Accountability (EC RBA) Plan

   Equity Centered Results-Based Accountability (EC RBA) intentionally centers racial equity, assessing the impact of our actions on Black, Indigenous and other communities of color, and working backwards towards identifying and implementing solutions that address the root causes of inequities to create better outcomes that are felt and experienced in these communities. The County of Sonoma is accelerating our use of an equity centered RBA

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

framework as an approach to assess and transparently share the impact of County investments in these communities experiencing the most racial marginalization and gravest outcomes.

Upon execution of the Agreement County and Contractor will work to develop performance measures reflective of outcomes included in the scope of work. This may include, but is not limited to, attending EC RBA training(s), creating an EC RBA plan, submitting quarterly performance measure data and participating in quarterly EC RBA Turn the Curve conversations. County and Contractor will finalize EC RBA plan within two (2) months of Agreement execution.

XI. Additional Program Requirements

Contractor will participate in technical assistance and other meetings convened by County.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

EXHIBIT B: Fiscal Provisions / Budget

1. Subrecipient.

All or part of this Agreement will be paid with Federal awards. Contractor is designated as a Subrecipient and the federal funds received under this agreement are designated as a subaward of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Federally awarded funds must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

2. Fiscal Responsibilities

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this agreement.

2.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual costs by submitting an invoice for reimbursement by the fifteenth (15th) day of the following month for all services provided to County's clients in the previous month. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement. Invoices will include Contractor name, address, phone number and shall be submitted via the County's OpenGov system according to County instructions.

2.2. Accrual Reporting. Contractor will report accrued expenditures for each quarter in order that County can comply with quarterly reporting requirements.

2.3. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

2.4. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

2.5. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

2.6. Procurement. No procurement is authorized which is not specifically identified and approved herein. Procurement of all services, supplies, and equipment by purchase, lease or rental shall be performed in conformance with Code of Federal Regulations 2 CFR 200.318-327, General Procurement Standards. For purposes of this Agreement, procurement shall mean purchase, lease or rental of any item or services with a single value exceeding $5,000.

2.7. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it

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as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

3. Budget Adjustments.

3.1. Request. Request for transfer of funds between line items shall be submitted on a "Budget Modification Form" (Sub-schedule M01) as provided by the County. The Contractor must provide justification and supporting documentation for the requested revision.

3.2. Approval. The County Human Services Director is authorized to approve and execute a "Budget Modification Form", which details the transfer of funds between Budget line items, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County's maximum financial obligation.

3.2.1. Equipment. Requests to purchase or lease equipment in excess of $5,000 and not included in original budget shall require County approval prior to purchase.

4. Closeout

4.1. Closeout – Final Cost Report. Within forty-five (45) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the actual allowable costs for the term of the Agreement exceeded payments, the County will remit the difference to the Contractor provided that the remittance will not cause the total payments made hereunder to exceed the funding amount set forth in Article 2 of this Agreement. Such remittance will be made within thirty (30) days following the submission of Contractor's final cost report. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, the Contractor shall enclose, with the cost report, funds equal to the difference between payments received and costs incurred.

5. Financial Management Systems

5.1. Generally-Accepted Accounting Principles. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

5.2. Separate Account. All funds under this Agreement are not required to be maintained in a separate account, but funds on deposit shall be accounted for separately in accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards [2 CFR Part 200].

5.3. Program Income. Program Income is revenue generated by the Contractor from contract-supported activities. If activities of program participants or of staff funded under this Agreement result in any income to Contractor, that income shall be reported to County for direction as to disposition in accordance with instructions received by County. In the event Contractor receives any compensatory interest or credits and refunds, such as those resulting from workers' compensation dividend

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checks and annual insurance reductions, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to County. Contractor shall comply will all applicable provisions of 2 CFR Part 200.307 pertaining to Program Income.

5.4. Indirect Cost Rate. Contractor is responsible for providing an approved Indirect Cost Rate in accordance with Title 2 CFR Part 200, Subpart E, and in Appendix IV to Part 200 for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

5.4.1. If Contractor does not have an approved indirect cost rate, Contractor must use a de minimis rate of 10% based on the Modified Total Direct Costs (MTDC) as defined in 2 CFR 200.68.

6. Audits.

6.1. Contractors who receive federal funding which taken together total over $750,000 in a single fiscal year are required to have a single agency audit in accordance with 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

6.2. If Contractor expends less than $750,000 in federal awards in the fiscal year it may not charge the cost of an audit to the federal award.

7. Repayment.

7.1. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

7.2. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

8. Funding.

8.1. All or part of this Agreement will be paid with Federal awards.

8.2. This federal award is not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

8.3. Federally awarded funds must be used in accordance with Federal statutes and regulations. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a Sub-recipient. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

Federal Award Identification Details

Federal Assistance Listing Title	Coronavirus Local Fiscal Recovery Funds (CLFRF)
Federal Assistance Listing Number	21.027
Award Name	County of Sonoma
Federal Agency	United States Department of the Treasury
Federal Award Identification Number (FAIN)	SLFRP0246
Subrecipient Name	Individuals, Now dba Social Advocates for Youth
Subrecipient Unique Entity Identifier	CWALD25CBHH9
Project Grant Code	To be provided by County
Indirect Cost Rate	Indirect costs (as defined by federal law and regulation) shall be paid at the rate of 10%.

9. Budgets.

9.1 Financial Assistance Services

Staff Salaries	57,861
Staff Benefits	10,994
Telephone / Communications	833
Office Supplies / Expenses	833
Staff Mileage / Travel	244
Direct Financial Assistance	82,857
Indirect Costs @ 10%	15,362
Subtotal	168,984
Subcontractors	431,016
FINANCIAL ASSISTANCE PROGRAM BUDGET TOTAL	**$600,000**

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

9.2 Mental Health Services

Staff Salaries	322,256
Staff Benefits	58,006
Office Supplies / Expenses	2,745
Staff Mileage / Travel	5,055
Other: Hiring Costs	500
Indirect Costs @ 10%	38,856
Subtotal	427,418
MENTAL HEALTH PROGRAM BUDGET TOTAL	**$427,418**

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Exhibit C: Insurance Requirements

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 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 this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the 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. *Required Evidence of Insurance*: Certificate of Insurance.

   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 on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   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 provided by 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.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it 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. The County of Sonoma its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
   e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   f. The policy definition of "insured contract" shall include assumptions of liability

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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:*
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by 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.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.
b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.
c. If Contractor's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
   i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
   ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.
d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
e. 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.
f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. 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.

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6. 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:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

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.

7. Policy Obligations

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

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it 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.

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Exhibit D: Assurances of Compliance

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Contractor named below (hereinafter referred to as the "Contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the County's beneficiaries.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Contractor may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activity(ies), so long as any portion of the Contractor's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is

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binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of; or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Contractor's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Anita Maldonado	DocuSigned by: Anita Maldonado 7910B40C5B904B7...	9/2/2022
Authorized Signatory Name	Signature	Date

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Exhibit E: American Rescue Plan Act (ARPA) Rider

ARPA / CSLFRF TERMS AND CONDITIONS

v. 2/18/2022

1. DEFINITIONS

1.1. Government means the United States of America and any executive department or agency thereof.

1.2. Treasury means the Department of the Treasury of the United States of America.

1.3. ARPA means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 601 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), collectively referred to as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and federal Assistance Listing CFDA 21.027.

1.4. Third Party Subcontract means a subcontract at any tier entered into by Contractor or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.

1.5. For purposes of this Exhibit, **Contractor** shall also mean the Contractor, Subrecipient, Consultant, or other party to the subject Agreement with the County, and may be referred to as such.

1.6. Agreement means that certain Agreement between the County of Sonoma ("County") and Contractor, and to which this Exhibit is made a part.

As a condition of the Agreement and of the ARPA funding under this Agreement, Contractor shall comply as follows:

2. GENERAL REQUIREMENTS

2.1. Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.[6] Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.[7] 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35.

2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or

[6] Code of Federal Regulations ("CFR").
[7] United States Code ("USC").

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promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

2.3. The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

2.4. Contractor shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto.

3. FURTHER ARPA REQUIREMENTS

3.1. Contractor acknowledges that all or part of this Agreement will be funded with ARPA financial assistance.

3.2. Contractor shall comply with, and shall not cause the County be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and County's grant assurances related to ARPA funding. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.

3.3. Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA funds. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. Contractor shall return to County any funds disallowed within ninety days of notification from County to return such funds.

3.4. Any costs, payments, or expenses allowable under the Agreement must be incurred by December 31, 2024. Any funds not timely used must be returned to County.

3.5. In the event of any violation of any ARPA requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.

3.6. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

3.7. Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200). Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and

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procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

3.8. Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.

3.9. Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

3.10. If applicable, Contractor shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by Contractor from Agreement-supported activities or funds shall be reported to County, including for direction as to disposition.

3.11. Government expressly disclaims any and all responsibility or liability to Contractor or any third persons for the actions of County, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

3.12. Conflict of Interest. By executing the Agreement, Contractor certifies that is does not know of any fact which constitutes a violation of any conflict of interest law, including under Title 9, Chapter 7 (section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 (Section 1090 et seq.) of the California Government Code. Contractor shall disclose to County in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). Contractor shall provide all additional information necessary for County to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.

3.13. NONDISCRIMINATION

3.13.1. Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not unlawfully discriminate, harass, or allow harassment against any person on the

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basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital or familial status, denial of family care leave, or on any other basis prohibited by law, including without limitation by Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR Part 22 (prohibiting discrimination on the basis of race, color, or national origin); the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (prohibiting discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and Treasury's implementing regulations at 31 CFR Part 17 (prohibiting discrimination on the basis of disability); the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23 (prohibiting discrimination on the basis of age); Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.) (prohibiting discrimination in programs, activities, and services on the basis of disability); and 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.

3.13.2. Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.

3.13.3. Contractor, and all sub-grantees, contractors, subcontractors, successors, transferees, and assignees, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC 200d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.

3.14. Contractor acknowledges, agrees, and shall comply with the following:

3.14.1. Compliance with Title VI of the Civil Rights Act of 1964, as amended (42 USC 200d et seq.), and as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and all other pertinent executive orders, directives, circulars, policies, memoranda, and guidances.

3.14.2. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" seeks to improve access to federally-assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Denying a person access to programs, services, and activities because of LEP is a form of prohibited national origin discrimination. Contractor shall initiate reasonable steps, and comply with Treasury directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services including oral and written translation when necessary.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

Reasonable steps for meaningful LEP access is available at 70 CFR 6067 and http://www.lep.gov.

3.14.3. To consider the need for language services for LEP persons when developing and conducting programs, services, and activities.

3.14.4. If any real property, structure, or personal property is acquired, provided, or improved with regard to this Agreement, the provisions herein shall apply for the duration during which the property is owned or possessed by Contractor or used for a purpose for which ARPA funds have been provided or for any other purpose involving the provision of similar services or benefits.

3.14.5. To maintain a complaint log and inform County of any complaint of prohibited discrimination, and of any administrative agency or court's findings of non-compliance with Title VI, including any related information pertaining thereto as requested by County.

3.14.6. To cooperate in any enforcement or compliance review by Treasury as to any condition herein, including cooperation with information requests, on-site compliance reviews, and reporting requirements.

Compliance with the foregoing constitutes a condition of performance and of continued funding, and is binding on Contractor's successors, transferees, and assignees as may be applicable.

3.15. Publications. Any publications (press releases, social media posts, flyers, project signage) produced under this Agreement must display the following: "This project [is being][was] supported, in whole or in part, by federal award number [a*s indicated by County*] awarded to the County of Sonoma by the U.S. Department of the Treasury."

3.16. Whistleblower Protections. Contractor shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.

3.17. Increasing Seat Belt Use in the United States. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

3.18. Reducing Text Messaging While Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

4. SUBRECIPIENT TERMS (All subawards, funding transfers, and subrecipient agreements, in accordance with 2 CFR 200.331 and as may otherwise be designated in the Agreement)

4.1. All or part of the funding of this Agreement will be with Federal awards. Contractor is designated as a Subrecipient and the federal funds received under this Agreement are designated as a subaward of CSLFRF funds. Funds under this Agreement must

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be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including all compliance and reporting requirements for ARPA funds. All terms of this Agreement shall remain in effect during all times that Subrecipient possesses or has control over ARPA funds, including any program income therefrom.

4.2. Contractor warrants and represents that it has, and shall maintain, the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of the subject project, program, and/or Agreement scope.

4.3. Contractor shall comply with, and administer all activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. Contractor shall maintain a financial management system which ensures control and documentation over the use and distribution of funds hereunder in accordance with the terms and conditions of this Agreement and with generally-accepted accounting principles.

4.4. Contractor shall maintain procedures for obtaining and recording information evidencing eligibility for any receipt or distribution of funds, including by any given beneficiary or lower-tier subrecipient or contractor.

4.5. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.

4.6. Contractor agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation Information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

4.7. Contractor shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including Treasury. Pre-, interim, and post-award audits and other measures may be required, as determined by County. All subrecipients (other than for-profit entities) who receive federal funding which taken together total over $750,000 in a single fiscal year are subject to single auditing and other requirements under 2 CFR Part 200, Subpart F. Said subrecipients must have a single or program-specific audit conducted for that fiscal year, as required by and in accordance with the provisions of 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County as soon as it is complete.

4.8. All expenditures of funds under this Agreement shall be reported to County, as directed and in form indicated by County, including as required by all applicable ARPA requirements.

4.9. Contractor shall permit County, and all designated auditors, access to all records and financial statements as necessary for County to ensure compliance with this Agreement and all federal laws, regulations, and ARPA requirements.

4.10. Mandatory Disclosures. Contractor must disclose, in a timely manner, in writing to County all violations of Federal criminal law involving fraud, bribery, or gratuity violations. Contractor shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.

4.11. Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to

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receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to County. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

4.12. Contractor shall comply with the Privacy Act of 1974 and 2 CFR 200.335 in the collection, maintenance, use and dissemination of any personally identifiable information such as social security numbers, financial and medical information. Contractor will limit the collection, use and access of information about individuals to that which is relevant and necessary to accomplish its purpose, and such data shall be maintained with appropriate administrative, technical and physical safeguards to protect the information.

4.13. Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, Contractor shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR § 200.344. Contractor shall complete, to County's satisfaction, all final closeout requirements when and as requested by County. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.

4.14. Compliance: Contractor shall take timely and appropriate action on all deficiencies pertaining to the Agreement and use of County-provided funds, as detected through audits, on-site reviews, or as indicated by County. Contractor shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any audit findings or other compliance matters as to the Agreement.

4.15. Pursuant to the Trafficking Victims Protection Act of 2000 (TVPA), as amended, subrecipients and their employees (and subcontractors and their employees) may not:

4.15.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

4.15.2. Procure a commercial sex act during the period of time that the award is in effect; or

4.15.3. Use forced labor in the performance of the award or subawards under the award.

4.16. **Remedies for Noncompliance**. In addition to any other right or remedy arising under the Agreement or in law or equity, County may impose additional special conditions or take additional measures if Contractor fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet

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expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding. Conditions and measures may include:

4.16.1. Withholding cash payments pending correction of the deficiency;
4.16.2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
4.16.3. Disallowing all or part of the cost of the activity or action not in compliance;
4.16.4. Requiring additional or more frequent project status reporting:
4.16.5. Requiring additional, more detailed financial reports;
4.16.6. Requiring additional project monitoring;
4.16.7. Requiring Contractor to obtain technical or management assistance;
4.16.8. Establishing additional prior approvals; and
4.16.9. Wholly or partly suspending or terminating the award.

Federal Award Identification Details and Other Requirements

Federal Assistance Listing Title	*Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)*
Federal Assistance Listing Number	21.027
Award Name	County of Sonoma
Federal Agency	United States Department of the Treasury
Federal Award Identification Number (FAIN)	SLFRP0246
Pass-through Entity & Contact	County of Sonoma (awarding official contact: as designated in the Agreement)
Federal Award Date	May 11, 2021
Indirect cost rate	Unless otherwise stated in the Agreement and/or Contractor has a different federally-approved rate, Contractor must use the de-minimis rate of 10% for all allowed indirect costs.
R&D	This Agreement is not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

5. RECORDS

5.1. Contractor shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. Contractor shall provide County, Treasury's Office of Inspector General, the Comptroller General of the United States, and the Government Accountability Office, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to facilities, personnel, and other individuals and information as may be necessary or as required by federal regulations and other applicable laws or

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program guidance, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for County to meet its ARPA and federal requirements. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work.

5.2. Contractor agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports, and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor shall maintain same until the County, Treasury, or the Comptroller General (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

6. DEBARMENT AND SUSPENSION

6.1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000, and is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).

6.2. Contractor must comply with 2 CFR Part 180, subpart C, 2 CFR Part 3000, subpart C, and Treasury's implementing regulation at 31 CFR Part 19, and shall include 1. a term or condition that the funding is subject to, and 2. a requirement to comply with these regulations, in any lower tier covered transaction it enters into.

6.3. Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, Contractor must maintain current information in the SAM, consistent with 2 CFR Part 25.

6.4. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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6.5. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.6. Contractor agrees to the provisions of Exhibit E-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit E-1, Contractor is the "prospective lower tier participant."

7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

7.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

7.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

7.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

7.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

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the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7.6.) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7.7.) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS** (all contracts in excess of $100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

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paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29 CFR 5.5(a)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: ***Provided,*** That the employer's payroll records accurately set forth the time spent in each

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(***1***) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(***2***) The classification is utilized in the area by the construction industry; and

(***3***) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, ***Provided,*** That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

DocuSign Envelope ID: 10B2871B-F94C-4868-BC23-3720074EE570

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (***e.g.***, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at ***http://www.dol.gov/esa/whd/forms/wh347instr.htm*** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(***1***) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(***2***) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

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deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(***3***) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

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apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Government, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

9.1. Contractor agrees that County and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

9.1.1. The copyright in any work developed with the assistance of funds provided under this Agreement;

9.1.2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

9.2. Contractor grants to County and Government, jointly and severally, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement, in formats acceptable by the County.

10. RIGHTS TO INVENTIONS (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

NOT APPLICABLE

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11. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess of $150,000)

11.1. Clean Air Act

11.1.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

11.1.2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

11.1.3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with funds under this Agreement.

11.2. Federal Water Pollution Control Act

11.2.1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).

11.2.2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Treasury, and the appropriate Environmental Protection Agency Regional Office.

11.2.3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with funds under this Agreement.

12. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of $10,000)

See Article 4 of the Agreement.

13. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of $10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

See Article 4 of the Agreement.

14. CHANGES

See Article 8 of the Agreement.

15. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of $100,000)

15.1. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any

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lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

15.2. Contractor shall file the required certification, Exhibit E-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of $100,000.

16. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

17. PROCUREMENT OF RECOVERED MATERIALS

17.1. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

17.2. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

-Competitively within a timeframe providing for compliance with the contract performance schedule;
-Meeting contract performance requirements; or
-At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Prohibitions*.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

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(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions*.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement*.

(1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation

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actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of $2,000 if required by federal funding program)

a. Compliance with the Davis –Bacon Act:

NOT APPLICABLE

b. Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over $2,000 where Davis-Bacon requirements also apply):

NOT APPLICABLE

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22. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding $250,000)

Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

22.1. A performance bond for 100 percent of the Agreement price, and
22.2. A payment bond for 100 percent of the Agreement price.

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Exhibit E-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Anita Maldonado	PREE-SAY-ARPA-2224
Name (Typed)	Registration (Contract) No.
Chief Executive Officer	Individuals, Now
Title	Organization Name
DocuSigned by: Anita Maldonado 7910B40C5B904B7...	9/2/2022
Signature	Date

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Exhibit E-2

APPENDIX A, 31 CFR PART 21 –CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ARPA Financial Assistance and Mental Health Services
Individuals, Now
Grantee/Contractor Organization — Program/Title

Anita Maldonado	Chief Executive Officer
Name and Title of Authorized Signatory	

DocuSigned by:
Anita Maldonado
7910B40C5B904B7...

9/2/2022
Signature — Date

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Exhibit F: Professional Licensure/Certification

A. Professional Licensure
    1. Contractor shall maintain any professional licenses required in order to perform the duties contracted for in this Agreement.
        a. Contractor shall submit copies of professional license to the address listed in Article 12.
        b. Contractor shall submit copies of any renewal of professional license received within thirty (30) days during the term of this Agreement to the address listed in Article 12.
        c. Contractor shall also notify County within 24 hours of any disciplinary action taken against their professional license, including citation, revocation, or suspension, even if stayed; along with any additional follow-up as they may occur, including probation terms, inactive status, or lapse.
    2. When the Agreement allows for subcontracting, Contractor agrees to verify and ensure appropriate professional licensure is maintained for all subcontractors.
    3. Contractor agrees to maintain appropriate license and take professional responsibility for any intern acting under Contractor's supervision.

B. Certification
    1. Contractor shall maintain any certifications required in order to perform the duties contracted for in this agreement.
        a. Contractor shall submit proof of certification to the address listed in Article 12.
        b. Contractor shall submit proof of any renewal of certification received within thirty (30) days during the term of this Agreement to the address listed in Article 12.
    2. When the Agreement allows for subcontracting, Contractor agrees to verify and ensure appropriate certification is maintained for all subcontractors.

C. County may terminate this Agreement for cause if Contractor fails to maintain the professional license and/or certification required to perform the duties in this Agreement.

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Exhibit I: ARPA Data System Requirements (Apricot and OpenGov)

I. Apricot Shared Outcome Measurement System

A. Background

The Upstream Investments team of the Planning Research Evaluation and Engagement (PREE) Unit of the Human Services Department (HSD) of the County of Sonoma administers the Shared Outcomes Measurement System using the cloud-based software system called Apricot and the community-facing dashboard called Clear Impact. These tools track prevention and early intervention programs implemented by multi-disciplinary teams in Sonoma County.

The Upstream Investments Policy Initiative represents a collaboration of a wide range of community partners (cross-sector community-based agencies and County departments) working to track our collective impact across several well-being indicators.

The Shared Outcome Measurement System helps Upstream to implement the Equity-Focused Results-Based Accountability Framework[8] that uses performance measure data to determine how many people we serve, how well we do it, and whether or not anyone is better off. The system uses dashboards and reports to make it easier to use data for decision making.

Contractor will be responsible for collecting performance measure data in the Shared Outcome Measurement System. This is a large system hosting data for many sites and multi-partner efforts. Therefore, the following governance principles are expressed here to ensure the efficiency and security of the system.

B. Shared Data Responsibilities for Contractor

Contractor will use the Shared Outcome Measurement System to track case management and/or other results-based accountability performance measures that may be at the aggregate level.

Contractor responsibilities when providing case management or services to individuals include:

1. Collecting consent forms that explicitly state the client's permission to share information for the purposes of case coordination and program improvement with HSD, the Sonoma County Office of Equity, and Contractor. Consent forms will also note that individual data may be aggregated into group data (that won't be personally identifiable) for use in public reports.
2. Inputting required forms and notes into Apricot, including demographic data

[8] RBA is a data-driven methodology or approach to understanding and addressing social problems. RBA emphasizes the importance of starting with the ends (i.e. the results or outcomes) and working backwards towards the means. RBA refers to results and indicators when measuring impact at a population level, and focuses on performance measures when measuring the impact of an organization or program. With Equity-Centered or Anti-Racist Results-Based Accountability, we intentionally center racial equity, assessing the impact of our actions on Black, Indigenous and other communities of color, and working backwards towards identifying and implementing solutions that address the root causes of inequities to create better outcomes that are felt and experienced in these communities.

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collection and social determinants of health screening data.

3. Sending case managers and supervisors who will use the Apricot system to participate in Apricot user trainings (a minimum of one representative must attend the user trainings).
4. Providing suggestions for customization of the data collection to HSD's Upstream Investments Team and consultants.
5. Coordinating with HSD's Upstream Investments Team for technical assistance requests.
6. Participating in Results-Based Accountability trainings offered through Upstream Investments, and Office of Equity.
7. Participating in "Turn the Curve" sessions where HSD's Upstream Investments Team and Office of Equity staff review performance measure data in relationship to population indicator data and discuss changes if needed based on program progress.

Contractor responsibilities for reporting on aggregate level data include:

1. Entering aggregate data periodically (frequency to be determined as monthly or quarterly) into the Apricot system.
2. Coordinating with HSD's Upstream Investments Team for technical assistance requests.
3. Participating in Results-Based Accountability trainings offered through Upstream Investments, and Office of Equity.
4. Participating in "Turn the Curve" sessions where HSD's Upstream Investments Team and Office of Equity staff review performance measure data in relationship to population indicator data and discuss changes if needed based on program progress.

C. Shared Outcome Measurement System Access Requirements for Apricot Software:

1. Contractor agrees to require all persons who have access to the information in Apricot to comply with the provisions of Section 10850 of the Welfare and Institutions (W&I) Code, Section 827 of the W&I Code and Division 19 of California Department of Social Services Manual of Policy and Procedures.
2. Access to Apricot shall only be allowed for designated staff who work with ARPA-eligible beneficiaries and only for the purpose described in this Agreement. Accessing client information related to anything other than what is described in this Agreement is strictly prohibited.
3. Access to Apricot will be allowed only for Contractor and/or Subcontractor staff that have signed and submitted a Security & Confidentiality Agreement. This Agreement must be received by HSD's Upstream Investments Team prior to the issuance of a secure user name and password.
4. Contractor will provide written notification to HSD's Upstream Investments Team of any employee change that relates to this Agreement, including

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termination of access due to leave, job change or other reason, within two (2) business days of the change.

a. When access for an employee is either requested or terminated, an updated roster of all Contractor employees with Apricot access shall be submitted along with the written notification of the employee change.

b. All notices to HSD regarding Apricot shall be made in writing via e-mail to upstream_security@schsd.org.

D. Shared Data Ethics and Privacy Policies

HSD's Upstream Investments Team is responsible for extending these ethics and privacy policies to all Apricot database users.:

1. User ID Protection

   a. Access to the Apricot database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted. Access privileges are determined by HSD's Upstream Team and the Office of Equity.

   b. Users of the Apricot database are authenticated by means of passwords or digital ID. These are not to be shared as each ID is connected to an approved individual. Contractor will ensure that usernames and passwords are not shared by Contractor employees.

   c. There is an audit trail within the Apricot software that documents who, when, and for what purpose data is accessed.

2. Release of Information

   a. All Community Resilience Grant participants and/or families sign authorizations for release of information and records complying with all applicable state and federal privacy laws explaining the use of participant data.

   b. Any release of information form should make clear to participants that their data is tracked by [Agency] in a system managed by HSD's Upstream Investments Team, customized by Sidekick Solutions, operated by Social Solutions, and accessed by the Office of Equity.

3. Destruction of Data

   a. The original copy of the data (which may be shared on a physical device such as a flash drive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by evaluators, case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data are not to be distributed to anyone outside of project personnel.

   b. All records will be destroyed when the information is no longer needed for the purposes of this Project.

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E. Data or Security Breach

1. To prevent security breaches:
    a. All system users sign a confidentiality agreement and participate in a cyber security training annually.
    b. All participating organizations must have organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff. These must be available in writing and enforced. Contractor understands that there is a criminal penalty for release or use of the information by contractor for any purpose other than stated in this Agreement.
    c. Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action by the organization and any of the following by HSD: remedial training in confidentiality, loss of certification of competency in confidentiality, and/or prohibition from future work with confidential data at the institution.
2. Any security, data breach, loss or theft gets reported to Upstream-IT@schsd.org and 707-565-5867 option #1. The process for addressing the incident includes:
    a. HSD IT Helpdesk will formally log the call;
    b. HSD IT will contact and notify interested parties (State, Fed, County, Upstream Executive Management, etc.) along with Upstream-IT Management; and
    c. HSD-IT Management will review incident and implement a remediation plan.

    Please also notify upstream_security@schsd.org and adhere to all requirements in Article 9.13, Information Security, in the body of this Agreement.

II. OpenGov Data System

A. Background

Contractor will use the web-based OpenGov data system to electronically submit monthly fiscal reimbursement invoices. Contractor will have the ability to access reports displaying their expenditures to date.

B. OpenGov System Access Requirements

1. Access to OpenGov will be allowed only for Contractor staff that have signed and submitted an HSD Security & Confidentiality Agreement. This Agreement must be received by HSD prior to the issuance of a secure user name and password.
2. Contractor will provide written notification to HSD of any employee change that relates to this Agreement, including termination of access due to leave, job change or other reason, within two (2) business days of the change.

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3. When access for an employee is either requested or terminated, an updated roster of all Contractor employees with OpenGov access shall be submitted along with the written notification of the employee change.
4. All notices to HSD regarding OpenGov shall be made in writing via e-mail to Amanda Gayda (agayda@schsd.org).
5. Contractor will ensure that usernames and passwords are not shared by Contractor employees.