

**Contract No. 23W4217****INDEPENDENT CONTRACTOR AGREEMENT**
(STANDARD)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Clarity Social Research Group, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: to provide a Master Plan for Aging Community Needs Assessment as described in Exhibit A – Scope of Work, for the County of Santa Cruz Human Services Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$200,000 as outlined in Exhibit B – Budget, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

3. **TERM.** The term of this Contract shall be: March 1, 2023 through June 30, 2024. If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days’ written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes

of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ___ / ___.

A. Types of Insurance and Minimum Limits

(1) Workers’ Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here DS / MT.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ___ / ___.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ___ / ___.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both

CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracts Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

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

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

**Santa Cruz County
Human Services Department
Attn: Centralized Contracts Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

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

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

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

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

(1) The CONTRACTOR shall, 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, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

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

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the State Auditor of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Data Privacy and Confidentiality Security Agreement
- Exhibit D – Non-Discrimination Assurance of Compliance

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

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

15. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

16. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

SIGNATURE PAGE

Contract No. 23W4217

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. CLARITY SOCIAL RESEARCH GROUP

DocuSigned by:
Penelope Huang 2/13/2023
By: _____
SIGNED

Penelope Huang

PRINTED

5440 Manila Ave
Oakland, CA 94618
(415) 449-1552
penny@claritysrg.org

4. COUNTY OF SANTA CRUZ

DocuSigned by:
Randy Morris 2/28/2023
By: _____
SIGNED

Randy Morris, Director

PRINTED

Human Services Department

3. APPROVED AS TO INSURANCE:

DocuSigned by:
Enrique Salazar 2/9/2023
By: _____
SIGNED

Risk Management

1. APPROVED AS TO FORM:

DocuSigned by:
Ruby Marquez 2/9/2023
By: _____
SIGNED

Office of the County Counsel

DISTRIBUTION:

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Clarity Social Research Group

CLARITY SOCIAL RESEARCH GROUP

MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

I. AGREEMENT OVERVIEW

Recognizing the aging and changing demographics in California, in 2021, Governor Newsom unveiled the State's comprehensive Master Plan for Aging (MPA). The MPA is a blueprint for communities to implement strategies and partnerships that promote healthy aging with a focus on equity and inclusion. The County of Santa Cruz (COUNTY) formally established an [Operational Plan Objective](#)¹ to identify priorities and resources necessary to implement the MPA locally. The MPA has multi-jurisdictional support from local cities within Santa Cruz County and is focused on five goals: 1) Housing for all ages and stages; 2) Caregiving that works; 3) Health reimaged; 4) Affording aging; and 5) Inclusion and equity, not isolation.

The COUNTY Human Services Department (HSD) Adult and Long-Term Care (ALTC) division is contracting with Clarity Social Research Group as a result of Request for Qualifications (RFQ) #2022HSD09. CONTRACTOR will work with government agencies and community-based organizations (CBOs) to engage harder-to-reach populations to develop and administer a comprehensive communitywide needs assessment ("the Project") that will assist the COUNTY in developing a Strategic Plan for implementing a local Master Plan for Aging.

This project will be broken into three primary deliverables: the planning process, the needs assessment or survey, and the results report.

II. CONTRACTOR RESPONSIBILITIES**A. PLANNING PROCESS**

1. CONTRACTOR shall coordinate with existing governance group to establish and convene a Steering Committee which will identify the primary outcomes and focuses of the Project.
 - a. CONTRACTOR shall be responsible for the overall engagement of the Steering Committee and shall engage the Steering Committee at regular intervals throughout the Project.
 - b. Steering Committee shall include but is not limited to: CBO representatives, government jurisdictional representatives, individuals with lived experience in the needs of aging or disabled adults, and other individuals from the community.
 - c. CONTRACTOR may utilize stipends to encourage participation.
2. CONTRACTOR shall be reasonably available to meet in person in Santa Cruz County, online and/or by telephone, and engage in regular meetings identified by COUNTY as part of project management.
3. CONTRACTOR shall submit a Project timeline and work plan to COUNTY and Steering Committee for consideration and final approval prior to proceeding with the needs assessment.

B. NEEDS ASSESSMENT – SURVEY DEVELOPMENT

¹ <https://www.santacruzcounty.us/VisionSantaCruz/OperationalPlan.aspx>

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MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

1. CONTRACTOR shall coordinate with COUNTY and Steering Committee to develop a needs assessment tool or survey.
 - a. The survey shall be based on the Master Plan for Aging’s five (5) broad goals and [AARP’s Livable Communities eight domains of livability](#)² with the primary objective of identifying ways to improve healthy aging in Santa Cruz County.
 - b. CONTRACTOR shall provide needs assessment tool or survey to COUNTY and Steering Committee for review and approval prior to proceeding with its execution.
 - i. Survey items shall be vetted by the Steering Committee to ensure adequate coverage of key indicators. Key indicators shall be determined by the Steering Committee.
2. CONTRACTOR shall utilize their unique experience to develop a Recruitment and Outreach plan that will ensure the needs assessment is representative of County demographics and also ensures engagement of harder-to-reach populations.
 - a. To understand and capture lived experiences and lift their voices in this process, CONTRACTOR shall oversample residents aged 65 and over.
 - b. To promote equity and to ensure that underrepresented, disadvantaged and/or vulnerable groups (e.g., monolingual Spanish speakers, LGBTQI+, unstably housed, disabled, immigrants) have an opportunity to provide their opinions and to have their results analyzable and quantifiable, CONTRACTOR shall oversample for these groups.
 - c. CONTRACTOR shall strategize with the Steering Committee during the development of the Outreach and Recruitment Plan around how to best reach these populations.
 - d. CONTRACTOR shall provide Recruitment and Outreach plan to COUNTY and Steering Committee for review and feedback prior to proceeding with the survey execution.
3. CONTRACTOR shall convene Focus Groups of community members to inform needs assessment survey questions.
 - a. CONTRACTOR shall convene up to 4, but at least 3, Focus Groups consisting of at least 15 community members, representative of as many County zip codes as possible including a focus on more rural areas. A total of 15 community members shall be recruited for each Focus Group. Should not all community members attend, the Focus Group may proceed at the discretion of the CONTRACTOR.
 - b. Focus Groups shall be offered both in person and remotely/online.
 - c. Focus Groups must be provided in both English and Spanish, at minimum.

² <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

CLARITY SOCIAL RESEARCH GROUP

MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

- d. CONTRACTOR may utilize stipends to encourage community member participation.

B. NEEDS ASSESSMENT – SURVEY EXECUTION

1. CONTRACTOR shall utilize CBOs to assist in the delivery of the needs assessment survey.
 - a. CONTRACTOR shall utilize Steering Committee to identify CBOs interested and able to assist in the delivery of the survey.
 - b. CONTRACTOR shall provide training to those CBOs to ensure the consistent delivery of the survey.
 - c. CONTRACTOR shall provide survey materials and support to those CBOs to ensure a successful survey delivery and response.
2. Survey delivery shall be multilingual English and Spanish at minimum.
3. Survey shall be delivered in multiple formats (e.g.: online or written).
 - a. Surveys shall be administered online and on paper by leveraging networks and relationships of a variety of aging adult-serving organizations throughout the County.
 - b. Promotional material directing eligible respondents to the online survey will be developed and distributed to aging adult-serving CBOs and at locales where seniors might frequent.
 - c. The online survey will also have an option for those with visual impairments to view more easily. CONTRACTOR shall work with CBOs to administer paper surveys to visually impaired individuals, or individuals with disabilities that would impede their participation, as needed.
 - d. CONTRACTOR shall be responsible for the collation of handwritten surveys into a data aggregate.
4. CONTRACTOR shall utilize their unique experience to develop a survey tool that takes respondents an appropriate amount of time to complete.
5. CONTRACTOR shall administer the survey and receive at least 1,000 survey responses that are targeted based on Steering Committee objectives. CONTRACTOR shall develop a plan to reduce bias from the sample. The survey sample shall be examined vis a vis census population-level data demographics to understand the representativeness of the survey sample and apply statistical weighting, as appropriate.
 - a. Representation indicators (demographics, etc.) shall be included in the survey responses.
 - b. CONTRACTOR shall periodically report back to Steering Committee regarding the success of the needs assessment throughout its execution.

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MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

C. RESULTS REPORT

1. CONTRACTOR shall manage all data collection and data entry including but not limited to survey processing, data quality checks, and preliminary analysis.
2. CONTRACTOR shall provide COUNTY with the raw results of the surveys and deidentified comments collected in the focus groups in a .csv or comparable format.
3. COUNTY shall retain sole rights and privilege of use of data collected and provided by CONTRACTOR.
4. CONTRACTOR shall review this data and preliminary survey results with Steering Committee as soon as it is available to inform subsequent formal report.
5. CONTRACTOR may reconvene or recruit new Focus Groups to review needs assessment responses and identify key take-aways.
6. CONTRACTOR shall provide a final, comprehensive report to COUNTY, including a presentation-ready copy. This shall include at minimum:
 - a. An executive summary, census report with jurisdictional data, data summarizing survey items, and subpopulation sections, including:
 - b. An overall summary of responses County-wide.
 - c. Separate summaries by jurisdictional boundaries of the incorporated cities with Santa Cruz County and the County unincorporated area(s);
 - d. Demographic summaries including age, gender, sexual orientation, race, ethnicity, primary household language, and income;
 - e. A summary of needs identified by respondents and prioritized by the Steering Committee.
7. Whenever possible, survey response data shall be broken down in the report by both jurisdiction and demographic variables.
8. Report shall include analysis of qualitative data and summary themes.
9. Report shall be provided in a format that is easily interpreted by the general population.
10. CONTRACTOR may provide a draft report to Steering Committee for feedback.
11. CONTRACTOR may identify secondary data to identify differences between Santa Cruz County and other areas within the State or nation where it may be helpful to further illustrate local capacity and needs.

CLARITY SOCIAL RESEARCH GROUP

MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

- a. Secondary data shall be reviewed and approved by COUNTY and Steering Committee prior to its inclusion in the final report.

III. COUNTY RESPONSIBILITIES

- A. COUNTY will approve plans in a timely manner to facilitate project timeline.

IV. MUTAL RESPONSIBILITES

- A. COUNTY and CONTRACTOR will work collaboratively and discuss project progress as requested by either party.

V. REPORTING AND COORDINATION REQUIREMENTS

A. BUDGET MODIFICATION

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

B. INVOICES

1. CONTRACTOR shall provide monthly invoices, along with required backup documentation, using an invoice template and/or web-based database created by COUNTY, documenting services costs based on Exhibit B – Budget.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcounty.us within thirty (30) calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices for specific fiscal years by 5 p.m. on the first calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.

C. REPORTING

1. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of work. CONTRACTOR shall use a reporting template created by the COUNTY, which are due January 31st and July 31st of each fiscal year. Failure to submit Semi-Annual Reports by the

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MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

dates due may result in the withholding of payment for invoices until the report is submitted. The COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by April 30 for each fiscal year of this contract term.

VI. ADDITIONAL TERMS AND CONDITIONS

1. **Corrective Action:** CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).
2. **Federal Funding:** CONTRACTOR shall certify that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
3. **Uninterrupted Provision of Services:** In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff shall be replaced within 90 days of the start of staffing vacancies.
4. **Notification of Personnel Changes:** In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.
5. **Instruction:** CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
6. **Consistency of Service:** Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the appropriate COUNTY Program Manager.
7. **Number of Referrals:** In the event that the number of referrals made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.
8. **Publicity and Outreach:** CONTRACTOR shall agree to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.

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MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

9. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-4527 or Jennifer.Kaley@santacruzcounty.us. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

Exhibit B - Budget, FY2022-2024

Agreement No. 23W4217

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MASTER PLAN FOR AGING COMMUNITY NEEDS ASSESSMENT

LINE ITEM EXPENDITURES	PROGRAM COSTS FY 2022-2024
SERVICES TO BE PROVIDED @ \$200/HOUR	
Project Planning, Management	
Project Design	
Survey Development	
Data Collection	
Analysis	
Reporting and Dissemination	
GRAND TOTAL	\$200,000

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

Contractor: Clarity Social Research Group

1. PREAMBLE

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

2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, biometric record, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
- b. "Confidential Materials" includes: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY whether hard copy or electronic data; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.
- d. "Secure environment" means any area where:
 - i. Workers assist in the administration of services provided by COUNTY;
 - ii. Workers use or disclose PII; or
 - iii. PII is stored in paper or electronic format
- e. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. AGREEMENTS

- a. CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.
- b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.
- c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.
- d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.
- e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
- f. CONTRACTOR shall limit access and use of any PII provided by the COUNTY, or by the participant, to a business need solely for the purpose of administering the program supported by this Agreement.
- g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR's possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.
- h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

4. INFORMATION SECURITY AND PRIVACY STAFFING

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

5. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.
- b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.
- c. CONTRACTOR employees pertinent to this contract must perform the following security measures annually:
 - i. Complete an online training course regarding privacy and security to be provided by COUNTY, within thirty (30) days of provision to CONTRACTOR;
 - ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY, within thirty (30) days of provision to CONTRACTOR;

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

6. PHYSICAL SECURITY

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

7. TECHNICAL SECURITY CONTROLS

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

8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

DocuSigned by:
 NAME: Penelope Huang
 (Signature) 9F0BD8039817421...

DATE: 2/13/2023

NAME: Penelope Huang
(Please print)

POSITION: Founder and Principal Consultant

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN SERVICES DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Clarity Social Research Group

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42, and all relevant sections of the California Code of Regulations), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, domestic partnership, genetic information, gender expression, gender identity, or sexual orientation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

Date 2/13/2023

Signed by:
Penelope Huang
Director's Signature

Address of Vendor/Recipient: 5440 Manila Ave Oakland, CA 94618

Certificate Of Completion

Envelope Id: 8D725767847C496590B13ED4DE33F728	Status: Completed
Subject: Contract 23W4217 Clarity Social Research Group (13932) BOS 2-28-23 .pdf	
Source Envelope:	
Document Pages: 18	Signatures: 6
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Irene Romero-Reyes
	701 Ocean Street
	Santa Cruz, CA 95060
	Irene.Romero-Reyes@santacruzcounty.us
	IP Address: 63.194.190.100

Record Tracking

Status: Original	Holder: Irene Romero-Reyes	Location: DocuSign
2/9/2023 12:17:28 PM	Irene.Romero-Reyes@santacruzcounty.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Ruby Marquez
 Ruby.Marquez@santacruzcounty.us
 Santa Cruz County Counsel's Office
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 57EE5DD2EEC8447...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 63.194.190.100

Timestamp

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 Viewed: 2/9/2023 2:46:48 PM
 Signed: 2/9/2023 2:47:16 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/23/2022 5:09:28 PM
 ID: 285e595d-331b-47cd-b34d-fb2c5b3af149

Enrique Sahagun
 Enrique.Sahagun@santacruzcounty.us
 Risk Manager
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F88BB4ED1F11445...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.116.89.123
 Signed using mobile

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 Signed: 2/9/2023 3:57:50 PM

Electronic Record and Signature Disclosure:
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Penelope Huang
 penny@claritysrg.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 23.93.22.152

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 Signed: 2/13/2023 3:23:45 PM

Electronic Record and Signature Disclosure:
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 ID: 4e010cc5-8a10-4140-a207-f56fc9cfd13d

CBD eSignature
 CBD.eSignature@santacruzcounty.us
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Signed


Sent: 2/13/2023 3:23:48 PM
 Viewed: 2/28/2023 10:31:15 AM
 Signed: 2/28/2023 10:31:55 AM
 Freeform Signing

Using IP Address: 63.194.190.100

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
 Accepted: 3/1/2022 5:29:04 PM
 ID: c4e5a2a3-4d71-4795-ac63-16aaad036e28

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



Signature Adoption: Pre-selected Style
 Using IP Address: 174.249.146.93
 Signed using mobile

Sent: 2/28/2023 10:31:59 AM
 Viewed: 2/28/2023 10:32:38 AM
 Signed: 2/28/2023 10:33:01 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/1/2022 8:02:45 AM
 ID: c7362043-de18-4181-9754-5e8c969f03c1

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/9/2023 12:38:23 PM
Envelope Updated	Security Checked	2/13/2023 1:59:21 PM
Certified Delivered	Security Checked	2/28/2023 10:32:38 AM
Signing Complete	Security Checked	2/28/2023 10:33:01 AM
Completed	Security Checked	2/28/2023 10:33:01 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.