

BOS No.
Infor Contract No. 5834

AGREEMENT
(Short-Form Agreement)

THIS AGREEMENT is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and Yolo Wayfarer Center, dba Fourth and Hope, a non-profit authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as follows:

- A. Contractor shall provide emergency and temporary housing for CalWORKs Housing Support families who are experiencing homelessness in County as set forth in Exhibit A. Contractor represents and warrants that it has all necessary training and qualifications to provide such services.
- B. The term of this Agreement shall be from **July 1, 2025 through June 30, 2026** unless sooner terminated as provided in this Agreement. At County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to Contractor by the Yolo County Health and Human Services Agency Director or their designee (“the HHS Director”).

Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least sixty (60) days advance written notice to the other party.

- C. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Insurance Requirements
- Exhibit D – Contract Budget
- Exhibit E – Contractor Confidentiality Certification
- Exhibit F – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form

County and Contractor shall each comply with all the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.

- D. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

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E. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2026** shall be no greater than **FIVE HUNDRED NINETY-FIVE THOUSAND SEVENTY-SEVEN DOLLARS AND FOUR CENTS (\$595,077.04)** specified as follows:

Fiscal Year 2025-26 July 1, 2025 through June 30, 2026	Total
\$595,077.04	\$595,077.04

F. **OPTION YEARS:** County may exercise its option to extend the term of the Agreement pursuant to Section B. above. In the event that County elects to exercise an option, County shall notify Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$300,077.04	Less than or equal to \$895,154.08
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$300,077.04	Less than or equal to \$1,195,231.12

In no event shall the term of the Agreement extend beyond **June 30, 2028**, nor shall the total contract maximum exceed the amount of **ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS AND TWELVE CENTS (\$1,195,231.12)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

G. Contractor, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit C.

H. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of Contractor, its officers, agents, or employees. Contractor/Subcontractor responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to County Counsel.

I. ASSIGNMENTS AND SUBCONTRACTS

1. No performance of this Agreement or any portion thereof may be assigned or subcontracted without the express mutual consent of the Parties.
2. Please see Exhibit C for requirements regarding subcontractor insurance and indemnity provisions.

J. Contractor shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Contractor shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might

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be incurred or assessed based upon a claim or determination that Contractor has violated any applicable law or regulation.

- K.** This Agreement is subject to County, the State of California and the United States appropriating and approving sufficient funds for the activities required of Contractor pursuant to this Agreement. If County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor, in which even County shall have no obligation to pay Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services under this Agreement.
- L.** If Contractor fails to perform any part of this Agreement, County may notify Contractor of the default and Contractor shall remedy the default. If Contractor fails to do so, then, in addition to any other remedy that County may have, County may terminate this Agreement and withhold any or all payments otherwise owed to Contractor pursuant to this Agreement.
- M.** If licenses and/or certificates are required by Contractor's profession, by entering into this Agreement Contractor certifies that they/it shall currently have such licenses and/or certificates in good standing, shall maintain them throughout this Agreement, and that Contractor's performance will meet the standards of licensure/certification.
- N.** Contractor understands that they are not an employee of County and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
- O.** Contractor will hold in confidence all information disclosed to or obtained by Contractor which relates to activities under this Agreement and/or to County's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of County. Contractor shall deliver all of the foregoing to County upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Contractor shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than **four (4) years** and shall make them available to County for audit and discovery purposes.
- P.** This Agreement constitutes the entire agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both Parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
- Q.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

R. COUNTY AUTHORITY

- 1.** HHS A Director's Authority: The HHS A Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section F. of the Agreement. The HHS A Director may also issue any other general notices regarding the administration of this Agreement.
- 2.** County Procurement Manager's Authority: The Yolo County Deputy Director/Manager of Procurement ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's

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Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with this Agreement.

3. Yolo County Board of Supervisors' Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

S. NOTICES

1. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:
Yolo Wayfarer Center
207 Fourth Street
Woodland, CA 95696
Doug Zeck, Executive Director

County:
Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: HHS A Director

2. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:
dzeck@fourthandhope.org

County:
Contracts Unit: HHSAContracts@yolocounty.gov
Contract Administrator: Jaime.Gordon@yolocounty.gov

3. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

4. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

T. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liability to County, Contractor, or any other party pertaining to any matter resulting from this Agreement.

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

Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

V. SUSPENSION AND DISBARMENT:

1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such Contractor is required to verify that none of Contractor, its 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).

2. Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. 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 (name of sub-awarding State agency, if applicable), and County, the

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Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.

4. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

W. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR Part 76, 40 CFR Part 32 or 34 CFR Part 85.

2. By signing this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and
- b. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

X. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.
2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS or SAMSHA.

Y. FEDERAL WATER POLLUTION CONTROL ACT

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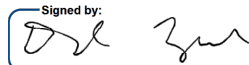
1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.
2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole.

Z. PROCUREMENT OF RECOVERED MATERIALS

1. In performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule; or
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

CONTRACTOR

Signed by:


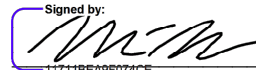
 7AF283AE6FBF43C...
 Doug Zeck, Executive Director
 Yolo Wayfarer Center

Date: 9/8/2025

COUNTY OF YOLO

 Mary Vixie Sandy, Chair
 Board of Supervisors

Date: _____

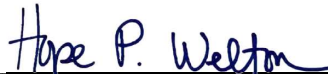
Signed by:


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 Mónica Morales, HHSA Director
 Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Phillip J. Pogledich, County Counsel

By: 

 Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Ellen's House
285 Fourth Street
Woodland, CA 95695

II. PURPOSE

The purpose of this program is to provide emergency and temporary housing for CalWORKs Housing Support families who are experiencing homelessness in Yolo County.

III. TARGET POPULATION

Yolo County CalWORKs Housing Support families experiencing homelessness.

IV. REQUIREMENTS

Families and pregnant only individuals served must be recipients or applicants of the CalWORKs Housing Support Program in Yolo County.

V. SERVICES

A. Contractor shall provide the following:

1. Eleven (11) units that include private shower and sink/toilet areas, storage dressers/bins, and two sets of bunk beds.
2. Residents with access to communal kitchen, courtyard, and common space.
3. Dedicate two (2) full time employee ("FTE") to provide supervision and onsite services related to property management and program operations, including:
 - a. Provide orientation for new residents
 - b. Supervise chores and all meal clean up
 - c. Be available for emergency situations that arise outside of regular business hours
 - d. Address immediate resident issues and communicating issues with ICM staff
 - e. Prepare units for new residents
4. Make improvements to all eleven (11) units to meet livable standards.
 - a. Complete needed construction/renovations to ensure all eleven (11) units are safe and habitable.
 - b. Purchase all necessary supplies, furniture, and equipment needed to open the eleven (11) units to families and individuals
5. Maintain property, including providing twenty-four (24) hour availability for emergency maintenance or repair needs.
6. Provide CalWORKs Intensive Case Management ("ICM") staff with an assigned office space.

EXHIBIT A – SCOPE OF SERVICES

7. CalWORKs ICM shall be onsite to provide direct case management services Monday-Fridays from 9:00 am to 4:00 pm, excluding County holidays. Homeless Management Information Systems (“HMIS”) entries will be completed by CalWORKs ICM staff.
8. Meet weekly with County for check-ins and to address any program needs

EXHIBIT B – TERMS OF PAYMENT

I. COSTS

A. County shall compensate Contractor for the monthly costs as set forth below:

Ellen’s House	
Personnel (salary, benefits, and payroll taxes)	\$8,532.75
Indirect/overhead/administration	\$1,932
Mortgage	\$5,166.67
Utilities	\$6,875
Internet/phone	\$500
Insurance	\$2,000
Monthly Total	\$25,006.42

B. Within fifteen (15) days of execution of this Agreement, County shall issue a one-time lump sum payment to Contractor for Startup Expenses as set forth below and in Exhibit D:

Ellen’s House	
Startup Expenses (including construction, equipment, and supplies)	\$295,000
Total	\$295,000

C. Any of the above funding in I.A. and I.B. not spent will be put into a reserve for future cost needs to maintain the properties and programs. Catastrophic tenant damage billed at time and materials, funding pulled from reserves when available. Prior to initiating work, Contractor shall provide an estimate to County of these costs. County shall provide written permission to begin work and approval shall not be unreasonably withheld by County.

II. METHOD OF PAYMENT

A. Monthly costs shall be paid as follows:

1. Contractor shall submit monthly invoices in an electronic format by the tenth (10th) of the prior month to County detailing the monthly costs as described above. Invoices shall not be more than twenty percent (20%) of the above monthly costs.
2. Within fifteen (15) days of the receipt of Contractor’s invoice County shall either authorize payment or advise Contractor in writing of any concerns that County has with invoice.

B. 1. Claims/invoices for payment for the reimbursement of expenses each month shall be submitted to County in an electronic format on a form approved by County. Any County required supporting documentation, shall accompanying the claim/invoice. If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.

2. Claims/invoices shall be submitted to HHSAContractsPayables@yolocounty.gov and Jaime.Gordon@yolocounty.gov.

C. County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D.

1. Contractor shall adhere to the contract budget(s) in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

2. Amendments to the contract budget(s) including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor

EXHIBIT B – TERMS OF PAYMENT

shall provide a revised budget to the HHS Director for approval. Contract budget amendments must be approved pursuant to Section R. of this Agreement.

3. In the event County requests an updated contract budget for any option year, the option year budget shall be approved in conformance with Section F of this Agreement, in the sole discretion of the HHS Director.

D. In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

E. 1. County will demand repayment from Contractor for compensation made to Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

2. Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

3. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

4. In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the Director.

F. Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, County's receipt of such funding from the federal and/or state governments, and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.

G. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

H. Contractor shall hold harmless the State and clients in the event that County does not pay for services in accordance with this Agreement.

EXHIBIT C – INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
 - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 - c. **Workers’ Compensation and Employers’ Liability:** Workers’ Compensation insurance as required by the State of California and Employers’ Liability.
 - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
 - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement Contractor must provide this insurance. If not, then this requirement automatically does not apply).
 - d. **Workers’ Compensation** – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*
 - a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 - b. **Primary Coverage** – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days’ notice to County.

EXHIBIT C – INSURANCE REQUIREMENTS

- d. **Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
 5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
 6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
 - C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

EXHIBIT C – INSURANCE REQUIREMENTS

- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

EXHIBIT D – CONTRACT BUDGET

Yolo Wayfarer Center		
CalWORKs Housing Support Shelter		
	Cost Items	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$102,393.04
	b. Indirect/Overhead/Administration, not to exceed 23% of Personnel Costs (Item 1a)	\$23,184
2	a. Mortgage	\$62,000.00
	b. Utilities	\$82,500.00
	c. Internet/phone	\$6,000.00
	d. Insurance	\$24,000.00
3	Direct to Clients	\$0
4	Total	\$300,077.04

Yolo Wayfarer Center		
CalWORKs Housing Support Shelter		
	Cost Items	Fiscal Year 2025-26 July 1, 2025 through December 31, 2025
1	Startup expenses (including construction, equipment, and supplies)	\$295,000
2	Total	\$295,000

Yolo Wayfarer Center		
CalWORKs Housing Support Shelter		
	Cost Items	Option Years July 1 through June 30
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$100,800.04
	b. Indirect/Overhead/Administration*	\$24,777.00
2	a. Mortgage	\$62,000.00
	b. Utilities	\$82,500.00
	c. Internet/phone	\$6,000.00
	d. Insurance	\$24,000.00
3	Direct to Clients	\$0
4	Total	\$300,077.04

EXHIBIT E – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.
- D.** The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT F – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS
CONFIDENTIALITY CERTIFICATION FORM**

I hereby acknowledge, by my signature below, that:

I understand the County of Yolo via its Health and Human Services Agency (“HHS”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

I understand if in the course of the provision of services under the Agreement between Yolo Wayfarer Center and the County of Yolo for CalWORKs Housing Support Shelter (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHS office or receives (or previously received) services from HHS.

I understand my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

I understand confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

I understand I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

I understand County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to employment records and job evaluations.

I understand it would be illegal for me to access computerized client or employee information without authorization of County.

I understand unauthorized access or disclosure of client information, or any other confidential or proprietary information from County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between Yolo Wayfarer Center and County, and may be punishable as a misdemeanor crime.

I understand this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with Yolo Wayfarer Center.

Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer

(Print) _____ Title _____

Signature _____ Date: _____