

RENTAL PREFERENCE AND OPERATIONAL AGREEMENT

Bienestar Plaza Apartments

This Rental Preference and Operational Agreement (“Agreement”) is made and entered into as of the 1st day of Decemeber, 2023, between MP Live Oak Associates, L.P. (“Property Owner”), MidPen Resident Services Corporation (“MidPen Services”), MidPen Property Management Corporation (“MidPen Management”), Central California Alliance for Health (“CCAH”) and Santa Cruz County Human Services Department – Housing for Health Division, county department in its capacity as the Continuum of Care (CoC) Coordinated Entry Administrator (“CoC”);, collectively the “Parties”, under the following circumstances.

- A. The Property Owner owns Bienestar Plaza Apartments, a 57-unit affordable housing community, located at 1520-1550 Capitola Road, Santa Cruz, CA 95062 (the “Community”).
- B. MidPen Management is under contract with Property Owner to provide property management services for the Community. MidPen Services is under contract with MidPen Management for the provision of resident related support services for the residents of the Community.
- C. The Central California Alliance for Health (“CCAH”) also known as Santa Cruz-Monterey-Merced Managed Medical Care Commission is a County Organized Health System (COHS). CCAH is an independent public entity that meets state requirements for managed care organizations and/or Health Maintenance Organizations (HMOs). CCAH is a locally governed, regional managed care provider that contracts with the State Department of Health Care Services to administer Medi-Cal benefits. CCAH administers the Medi-Cal Capacity Grant Program (MCGP), which offers grants to health care and community organizations to support efforts that advance CCAH’s mission and increase Medi-Cal capacity in CCAH’s service area.
- D. CCAH has agreed to provide MidPen Housing Corporation, the general partner of the Property Owner, with grant funds through the MCGP in the amount of \$625,000 to fund construction of the Community (“CCAH Grant”). As a condition to providing the CCAH Grant, CCAH required a preference on the Community’s waitlist for five (5) units for persons who fall within CCAH’s definition of “High Utilizers” within the Medi-Cal population (“High Utilizer Preference”). These “High Utilizers” are termed “CCAH Eligible Residents” in the Grant Agreement between CCAH and Mid-Peninsula Housing Corporation. By this Agreement the owner is agreeing to provide the required preference.
- E. The CoC, known as the Housing for Health Partnership (H4HP), staffs and maintains the CoC’s Coordinated Entry System. The Property Owner agrees to accept referrals from the COC for residents of Santa Cruz County who are eligible and prioritized through its Coordinated Entry System as applicants for the High Utilizer Preference (“CES Referral”);

F. Property Owner, CoC, and CCAH, have come together in this Agreement to establish the roles and responsibilities of each party regarding the administration of the eligibility and referral process for the High Utilizer Preference Units (HUPU).

G. Property Owner, CoC and CCAH, also agree to establish the roles and responsibilities of MidPen Services regarding the provision of supportive services to those residents who occupy the HUPU.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound thereby, the parties hereto do agree as follows.

ARTICLE 1 RENTAL PREFERENCE

- 1.1 **HIGH UTILIZER PREFERENCE UNITS.** Property Owner will agree to create a preference on its waitlist for five (5) HUPU units within the Community. Once the HUPU are occupied, the preference will be provided to an eligible applicant upon vacancy of a HUPU. Property Owner shall retain discretion to change the specific units designated as HUPU so long as the number of HUPU remains at 5 during the term of this Agreement, assuming there are sufficient households to occupy the HUPU. Any such change is subject to approval by the Housing Authority of the County of Santa Cruz and subject to an amendment to the Project-Based Voucher Housing Assistance Payments Contract.
- 1.2 **HIGH UTILIZER PREFERENCE UNIT ELIGIBILITY.** The following are the eligibility requirements for the HUPU. All eligibility requirements must be satisfied to qualify for a HUPU. Persons who are to occupy the HUPU will need to satisfy the eligibility requirements established by CCAH within CCAH's definition of High Utilizers. Those eligibility requirements are:
 - 1.2.1 Persons who are homeless; and
 - 1.2.2 Persons who have Medi-Cal coverage and have been continuously enrolled for at least three months; and
 - 1.2.3 Persons who are an adult at least 21 years of age; and
 - 1.2.4 Persons who have chronic health conditions and/or serious behavioral health condition indicated in CES vulnerability assessment
 - 1.2.5 Applicants for HUPU must satisfy all other eligibility requirements for occupancy of a unit within the Community, including but not limited to requirements of the Low Income Housing Tax Credit Program, Housing Authority programs, Santa Cruz County Coordinated Entry System, other funding sources, Criminal and Credit Background Check and all other criteria set forth in the Resident Selection Criteria.

1.2.6 Client will be encouraged to agree to participate in Medi-Cal Community Supports - Housing Tenancy and Sustaining Services provided by MidPen Services by signing written informed consent; and

The eligibility criteria for the HUPU Review set forth in Section 1.2 may be further amended, altered upon written agreement entered into by the Parties to this Agreement..

- 1.3 HIGH UTILIZER PREFERENCE UNIT PREFERENCE DISCLOSURE. Property Owner shall develop and implement a preference in the Resident Selection Criteria for the Community for individuals/families who are homeless to occupy the HUPUs.
- 1.4 COMPLIANCE. Residents of the HUPUs (also referred to as "Preference Units") shall enter into a lease agreement with Property Owner for the rental of the Preference Units. Residents of the Preference Units shall comply with all terms of the lease agreement, all community/house rules, and all regulations or requirements for the Community. Property Owner reserves the right and discretion to pursue any and all legal remedies, including lease termination, against a resident of a Preference Unit who violates the lease, house rules and any and all regulations or requirements for the Community.
- 1.5 FAIR HOUSING COMPLIANCE. The Parties agree that in the performance of their services under this Agreement they shall comply with all applicable fair housing laws, and any potential future funding sources.
- 1.6 NO LEASEHOLD INTEREST. This Agreement is not to be construed and shall not grant any title or any interest (leasehold or otherwise) in the real property affected.

ARTICLE 2 RESIDENT SELECTION/APPROVAL

2.1 COORDINATED ENTRY SYSTEM REFERRAL. CoC has the responsibility to administer and manage the referral process of applicants for the HUPUs at the Community when such units become available. Such referral is referred herein as the Coordinated Entry System (CES) Referral, the process for which is detailed in Exhibit A. If the CoC does not provide a referral, or elects not to submit a referral, within ten (10) business days from notification of an available HUPU in accordance with Exhibit A, MidPen Management shall notify CCAH that the CoC has not provided a referral. Upon such notification, CCAH may provide a referral to MidPen Services for an applicant who meets the eligibility requirements of the HUPU set forth in section 1.2 and whose income does not exceed 50% of the area median income (the "Low-Income Resident").

If CCAH fails to provide such a referral within ten (10) business days from notification by MidPen Management of their opportunity to submit a referral, MidPen Management may proceed with processing a general applicant from the Housing Authority of the County of Santa Cruz's Housing Choice Voucher waitlist for the available unit, subject to approval by the Housing Authority of the County of Santa Cruz and subject to an amendment of the Project-Based Voucher Housing Assistance Payments Contract. The next available Project

Based Section 8 unit shall be designated a HUPU to which the procedures set forth in Sections 2.1 and 2.2 will apply.

- 2.2 . MidPen Services will assist applicants forwarded to MidPen Management with filling out the Property Owner's rental application and rental lease agreement. MidPen Services will proceed with the intake interview process and . conduct an Individual Services Assessment for each of the CES Referrals. If Reasonable Accommodation/Mitigation is requested, MidPen Management and MidPen Services will process the request.
- 2.3 HIGH UTILIZER PREFERENCE UNIT REVIEW. MidPen Management shall provide the names of applicants placed in HUPUs referred in compliance with the terms of the CES Referral process set forth in Section 2.1. CCAH is responsible for requesting a quarterly report of CCAH Eligible Residents residing in HUPUs. MidPen Management shall submit report within 30 days of request from CCAH. MidPen Management which shall include notice of any termination of lease for CCAH Eligible Residents and notice of any CCAH Eligible Residents who opt out of Housing Tenancy and Sustaining Services .
- 2.2 RENTAL APPLICATION APPROVAL. Referrals from CoC and/or CCAH are not a guarantee of occupancy of a Preference Unit. Applicants who are referred to MidPen Management for occupancy of a Preference Unit shall complete and submit the Property Owner's rental application and rental lease agreement. The applicant shall be required to satisfy all eligibility requirements for occupancy of a unit within the Community, including but not limited to requirements of the Low Income Housing Tax Credit Program, Housing Authority programs Criminal and Credit Background Check, and all requirements set forth in the Resident Selection Criteria, as well as the requirements of the Housing Authority County of Santa Cruz , if applicable. MidPen Management and Property Owner reserve the sole discretion as to final approval of applicants for the Preference Units.
- 2.3 COLLABORATION. SERVICE PROVIDER, MidPen Services and MidPen Management shall use their best efforts to collaborate during the application, screening, leasing and occupancy process for the Preference Units.

ARTICLE 3 SERVICES FOR HIGH UTILIZER PREFERENCE UNITS

- 3.1 MIDPEN SERVICES CASE MANAGEMENT. Except as otherwise set forth herein MidPen Services is to make available to each resident who occupies a HUPU case management and supportive services as set forth in Exhibit B "Division of Responsibilities of Services for High Utilizer Preference Unit" adequate to help the residents of the HUPU to independently retain the housing, improve their health, and maximize their ability to live and work in the community.
- 3.2 MIDPEN MANAGEMENT. MidPen Management shall provide property management related activities for the residents of HUPU to facilitate the residents' integration into the

entire Community, as set forth in Exhibit B “Division of Responsibilities of Services for High Utilizer Preference Unit”.

ARTICLE 4

- 4.1 Payment of CCAH funds in accordance with the Medi-Cal Capacity Grant Program will be arranged by separate agreement (Grant Agreement) between MidPen Housing Corporation, on behalf of Mid-Peninsula San Carlos Corporation, the sole member/manager of the general partner of the Property Owner and CCAH.

ARTICLE 5

TERM

- 5.1 TERM. The provisions, conditions, rights, obligations pertaining to the High Utilizer portion of the High Utilizer Preference Units set forth in this Agreement and the general provisions set forth in this Agreement shall be collectively referred to as the “High Utilizer Agreement”. The term of the High Utilizer Agreement shall commence upon full execution of this Agreement by the parties hereto and shall continue twenty (20) years unless terminated pursuant to the terms set forth in this section and by approval of the Housing Authority of the County of Santa Cruz.
- 5.2 EARLY TERMINATION.
- 5.2.1 The High Utilizer Agreement shall terminate thirty (30) business days after service of a written notice to terminate for material breach, served on a breaching party by any party not in breach. The party in breach shall have the opportunity to cure the breach within the thirty (30) business day notice period. If the breach is cured to the satisfaction of the non-breaching party the notice to terminate shall be null and void. If the breach is not cured the High Utilizer Agreement shall terminate at the end of the thirty (30) business day notice period, it being understood that the respective rights and obligations of the parties shall continue to be governed by this Agreement until the effective date of such termination.
- 5.3 DUTIES UPON TERMINATION. Upon the effective date of termination of the High Utilizer Agreement:
- 5.3.1 CCAH shall cease requesting reporting from MidPen Management for the HUPUs;
- 5.3.2 MidPen Services shall cease providing case management services as required by the High Utilizer Agreement. This provision shall not alter or impair MidPen Service’s obligation to provide social services or case management services as required by other agreements or obligations;
- 5.3.3 MidPen Services shall cease providing service coordination services as required by the High Utilizer Agreement. This provision shall not alter or impair MidPen Services obligation to provide social services or case management services as required by other agreements or obligations;
- 5.3.4 Property Owner shall be relieved of the obligation to maintain the preference for the HUPUs at the Community. Property Owner agrees that if any HUPU is

occupied on the effective date of termination, the Property Owner will continue to operate the unit as a HUPU in accordance with this Agreement, until the High Utilizer resident vacates the unit; and

- 5.3.5 All rights and obligations of the parties shall terminate as of the effective date of termination of this Agreement, except as provided herein and provided that the indemnification, dispute resolution, and insurance provisions shall survive termination.
- 5.3.6 If the High Utilizer Agreement is terminated by CCAH due to material breach by Property Owner, MidPen Management and/or MidPen Services, the provisions of Section 5(f) of the Grant Agreement between CCAH and Mid-Peninsula San Carlos Corporation, may be triggered to the extent applicable.

ARTICLE 6 CONFIDENTIALITY

- 6.1 **CONFIDENTIALITY.** During the performance of this agreement, The Parties and their agents may have access to confidential information about applicants and residents which may be protected by California and federal privacy laws, including HIPAA. Such information is not to be disclosed, disseminated or distributed to another entity or party other than employees, agents or contractors of MidPen Services, Property Owner, MidPen Management, CoC, and CCAH, except as permitted by law or required by state and federal agencies such as the U.S. Department of Housing and Urban Development (“HUD”). The Parties shall use all necessary care to maintain and secure confidential information at all times, including the destruction of this information when it is no longer needed and/or upon termination of this Agreement. The Parties must not discuss such information with any other party outside this Agreement, without the express written consent of the other Parties, or with the signed consent of the Preference Unit resident whose information is the subject of such disclosure, or as otherwise permitted or required by law to disclose. Attached as Exhibit A-2 is the form of consent to be used by MidPen Resident Services in compliance with this requirement. In the event that any party to this agreement receives a subpoena, court order or other legal document requiring release of confidential information received from another party to this Agreement, or is informed that such document is being requested, party must immediately give notice to other party in order to permit seeking a protective order or other similar order, if necessary.
- 6.2 **HIPAA.** To the extent that the Parties are required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), they shall comply with applicable requirements of HIPAA and subsequent amendments relating to protected health information. The Parties ensure that their actors’ agents receiving health information related to this Agreement shall agree to the same restrictions and conditions that apply herein.

- 6.2.1 The Parties hereby acknowledge and agree that in the performance of its roles and responsibilities under this Agreement, Owner and MidPen Management are not considered a Covered Entity or Business Associate as defined by HIPAA.
- 6.2.2 The Parties hereby acknowledge and agree that in the performance of its roles and responsibilities under this Agreement, Resident Services is considered a Covered Entity pursuant to its General Services Agreement with CCAH dated the July 1, 2022.

ARTICLE 7 INSURANCE AND INDEMNITY

- 7.1 CCAH INDEMNITY OBLIGATIONS. CCAH shall indemnify, defend and hold harmless Property Owner, MidPen Services, MidPen Management, and the CoC their directors, officers, owners, principals, partners, members, shareholders, stockholders, co-venturers, trustors, trustees, heirs, executors, administrators, beneficiaries, employees, agents, contractors, servants, representatives, predecessors, successors, designees, assigns, parent, subsidiary, affiliated and related entities and all persons, firms, associations and/or corporations connected with them, including their agents, subcontractors, insurers, sureties, lenders, attorneys, consultants and experts ("Indemnified Parties") from and against any and all expenses (including, without limitation, investigative expenses, professional, expert and consultant expenses, repair costs, in-house legal fees, attorneys' fees, disbursements and court costs, the cost of appellate proceedings, settlement costs), costs, losses, claims (including but not limited to third party, inter-party and intra-party claims), demands, liabilities, actions, causes of action, damages, suits, judgments, liens, encumbrances, orders, awards, administrative proceedings, alternative dispute resolution proceedings, fines, penalties, patent/trademark and copyright claims, workers' compensation and labor related claims, demands, debts, obligations, or other legal liability in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or connected to (1) the performance or purported performance of CCAH obligations under this Agreement and/or (2) any negligence, willful misconduct, acts, errors or omissions of CCAH, or any of its agents, employees, officers, trustees, shareholders, or anyone else for whom CCAH is legally liable in connection with the performance of this Agreement, or the allegations of same.
- 7.2 LIMITATION OF INDEMNIFICATION. Any Party to this Agreement shall not be obligated to indemnify or defend an Indemnified Party for Claims found by a court of competent jurisdiction to have arisen from the sole negligence or willful misconduct of the Indemnified Parties.
- 7.3 INDEMNIFICATION TERM. The indemnification and defense obligations hereunder shall continue until it is finally adjudicated that any and all indemnified actions against the Indemnified Parties are fully and finally barred by applicable Laws. The obligations set forth herein shall include all costs and actual attorney's fees incurred to enforce the indemnification obligations.

- 7.4 NO INSURANCE LIMITATION. The obligations to indemnify hereunder shall be independent of respective obligations to obtain insurance under this Agreement. Nothing in these indemnification provisions shall be construed to limit or alter any of the other obligations of any Party under this Agreement.

ARTICLE 8 DISPUTES

- 8.1 MEDIATION/ARBITRATION. Any claim, controversy, breach or dispute arising out of this Agreement, including, without limitation, the interpretation of any term or provision of a this Agreement, or any claim, controversy, breach or dispute arising out of the obligations under this Agreement (individually, referred to as a “Dispute”, and collectively referred to as “Disputes”), whether seeking damages or equitable relief, shall be subject to the following process. The parties shall first endeavor to settle the Dispute in an amicable manner by mediation and, if that fails, the Dispute shall be determined by Arbitration and as set forth in this section. The mediation and arbitration shall be conducted by a mutually agreed-upon mediator/arbitrator. If the parties cannot agree upon a mediator/arbitrator, any party may request a mediator be appointed by JAMS Arbitration, Mediation and ADR Services (“JAMS”) or another dispute resolution service if another can be mutually agreed upon by the parties. The agreement to arbitrate shall be governed by the California Arbitration Act (“CAA” or “the Act”) (California Code of Civil Procedure § 1280, *et seq.*). If a conflict exists between the provisions of the Act and this Agreement, the language of this Agreement controls. The arbitrator shall apply California substantive, discovery, evidentiary and procedural law to the arbitration proceeding. The arbitrator shall decide all issues of fact and law submitted by the parties for decision in the same manner as required for a trial by court, including all law and motion matters, ex parte matters and discovery disputes. The arbitrator shall have the power to grant all appropriate legal and equitable relief as may be granted by any court of the State of California. The arbitrator shall not have the power to commit (a) errors of law or legal reasoning, (b) errors of fact, (c) errors with regard to mixed questions of law and fact. In addition, the arbitrator shall not have the power to render an award (d) not based on substantial evidence, (e) based on evidence not presented at the hearing, or (f) not in conformity with the substantive and procedural law of the state of California. **The parties unequivocally agree that any of the preceding errors and acts is an excess of arbitral authority that is reviewable by the courts.** If the arbitrator exceeds any of the foregoing specific powers, the award may be vacated or corrected by filing a petition pursuant to the Act in the Superior Court in and for the county of San Mateo. In reviewing the award, the Superior Court shall sit as if it were an appellate court, in all material respects, including but not limited to the scope of review and the award may be reviewed *de novo* for any such error. The decision of the Superior Court is, itself, subject to review by the California appellate courts. Judgment upon the arbitration award may be entered in any court of competent jurisdiction, and such Judgment is subject to challenge or appeal in the same manner as any other judgment entered in a California court of law. The prevailing party in an arbitration shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration unless the arbitrator, for good cause, determines otherwise.

Disclosure. Notice: By signing this Agreement, the parties hereto agree to have all and any Disputes decided by arbitration in accordance with California Arbitration Act (“CAA” or “the Act”) (California Code of Civil Procedure § 1280, *et seq.*), and the parties are giving up any rights they might possess to have the Dispute litigated by a jury trial. If either party refuses to submit to arbitration after agreeing to this provision, such party may be compelled to submit to arbitration. The parties’ agreement to this arbitration provision is voluntary.

- 8.2 This section does not apply to the County of Santa Cruz in its capacity as the CoC Administrator.

ARTICLE 9 MISCELLANEOUS

- 9.1 ASSIGNMENT / SUCCESSORS AND ASSIGNS. Except as set forth herein, no Party shall assign, sublet, subcontract or transfer any interest in this Agreement or delegate any duties under this Agreement, without the prior written consent of the other Parties. On written notice to CCAH and the CoC, the Property Owner may assign this Agreement, in whole or in part, or any of its rights, duties and obligations under this Agreement to any related entity of the Property Owner and/or lender, including but not limited to a parent, subsidiary, sister company, or any entity with common ownership with Property Owner. Property Owner, MidPen Services, CCAH, CoC and respectively, bind themselves, their permissible successors, assigns and legal representatives to the other party to this Agreement and this Agreement shall inure to the benefit of Property Owner, MidPen Services, CCAH, and CoC, respectively, and their successors, assigns and legal representatives through a written executed Amendment.
- 9.2 NOTICES. Any notices or other communication which may or must be given hereunder shall be in writing addressed to the following party representatives. Any party may, by notice to the other party, designate another address to which any such notice or other communication shall thereafter be delivered. Service will be deemed to have been given and received as follows: certified or first-class mail notices will be presumed to be received three (3) business days after deposited in the United States Mail; notices sent by facsimile or email will be presumed received on the date sent if transmitted during normal business hours and on the next business day if transmitted after normal business hours; and notices sent by overnight courier service will be presumed to be received one (1) calendar day after delivery to the overnight courier service

To Property Owner:	MP Live Oak Associates, L.P. c/o MidPen Housing Corporation 303 Vintage Park Drive Suite 250 Foster City, CA 94404 Attention: Chief Real Estate Development Officer
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To CCAH:	Central California Alliance for Health c/o Medi-Cal Capacity Grant Program
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1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066
Attention: Chief Executive Officer

To MidPen Management: MidPen Property Management Corporation
303 Vintage Park Drive
Suite 250
Foster City, CA 94404
Attention: Chief Operating Officer

To MidPen Services: MidPen Resident Services Corporation
303 Vintage Park Drive
Suite 250
Foster City, CA 94404
Attention: Chief Operating Officer

To CoC: County of Santa Cruz Human Services Dept
Housing for Health Division
1000 Emeline Ave
Santa Cruz, CA 95060
Attention: Housing For Health Division

- 9.3 ENTIRE AGREEMENT. This Agreement (including relevant portions of the CCAH Grant Agreement and the Resident Selection Criteria for the Property which are incorporated herein) represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements, communications or representations. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous statements, representations, agreements or understandings. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement. No proposal, prior to the execution of this Agreement that contains additional or contrary terms to those herein nor verbal agreements or conversations, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement. Except for amendments or modifications to the eligibility criteria for the High Utilizer Preference,, no addition to, deletion from or modification or amendment of any term or provision of this Agreement shall be effective unless it is made in a writing signed by the parties hereto.
- 9.4 NO WAIVER OF BREACH. No failure by any Party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy upon a breach hereof shall constitute a waiver of any such breach or any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of the Party with respect to any other then existing or subsequent breach.

- 9.5 INTERPRETATION. The language in and provisions of this Agreement shall in all cases be simply construed according to their fair meaning and not strictly for or against any Party. Any rule of construction, that ambiguities are to be resolved against the drafting party, shall not apply to this Agreement. Captions of the articles and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement. This Agreement is agreed to be drafted jointly by the parties.
- 9.6 SEVERABILITY. Should any provision of this Agreement be unenforceable, the remaining terms and conditions of this Agreement shall remain in full force and effect.
- 9.7 APPLICABLE LAW. This agreement shall be construed and enforced in accordance with the laws of the State of California.
- 9.8 THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the Parties, and no other person or entity shall have any right of action of any kind hereon or be deemed a thirdparty beneficiary of this Agreement.

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IN WITNESS WHEREOF, Property Owner, MidPen Services, MidPen Management, CCAH, and the County of Santa Cruz have executed this Agreement the day and year first written above.

PROPERTY OWNER:

MP Live Oak Associates, L.P.
A California limited partnership

By: MP Live Oak LLC
a California limited liability corporation
its General Partner

BY: Mid-Peninsula San Carlos Corporation, a
California nonprofit public benefit corporation, its
sole

DocuSigned by:

By 849654E4C1EA4B8...
Matthew O. Franklin
Its President & CEO

MIDPEN SERVICES:

MidPen Resident Services Corporation, a California nonprofit public
benefit corporation,

DocuSigned by:

By 6CA321065FB5403...
Ann Goggins Gregory
Senior Vice President of Resident Services

MIDPEN MANAGEMENT:

MidPen Property Management Corporation, a
California nonprofit public benefit corporation, its sole
member

DocuSigned by:

By D855D8229AA14BF...
Janine Lind
Chief Operating Officer

CCAH:

Central California Alliance for Health (“the Alliance”)

By _____
Michael Schrader
Chief Executive Officer

IN WITNESS WHEREOF, Property Owner, MidPen Services, MidPen Management, CCAH, and the County of Santa Cruz have executed this Agreement the day and year first written above.

PROPERTY OWNER:

MP Live Oak Associates, L.P.
A California limited partnership

By: MP Live Oak LLC
a California limited liability corporation
its General Partner

BY: Mid-Peninsula San Carlos Corporation, a
California nonprofit public benefit corporation, its
sole member

By _____
Matthew O. Franklin
Its _____

MIDPEN SERVICES:

MidPen Resident Services Corporation, a California nonprofit public
benefit corporation, its sole member

By _____
Ann Goggins Gregory
Senior Vice President of Resident Services

MIDPEN MANAGEMENT:

MidPen Property Management Corporation, a
California nonprofit public benefit corporation, its sole
member

By _____
Janine Lind
Chief Operating Officer

CCA:

Central California Association of Governments (“the Alliance”)

By Michael Schrader
Michael Schrader
Chief Executive Officer
12/06/2023

The County of Santa Cruz, as the
Continuum of Care Administrative Entity

Santa Cruz County Human Services Department
Housing for Health Division

DocuSigned by:
By: Robert Ratner 12/15/2023
F81A05F621B8435...
Robert Ratner
Director

Approved as to Insurance:

DocuSigned by:
By: Enrique Salazar 12/14/2023
F888B4ED1F11445...
Risk Management

Approved as to Form:

DocuSigned by:
By: Ruby Marquez 12/12/2023
1082D30064A9480...
Office of the Santa Cruz County Counsel

Exhibit A

Coordinated Entry System Referral for CCAH Eligible Residents at 1500 Capitola Road

Step 1: MidPen Property Management (in coordination with MidPen Resident Services) initiates request for Permanent Supportive Housing (PSH) referral list from Santa Cruz County Coordinated Entry System (CES) managed by the CoC for available HUPU units at MidPen property located at 1500 Capitola Rd. (Bienestar Plaza).

Step 2: CoC generates and confirms prioritized PSH referral list and sends list along with executed Consent/Release of Information for each referral (using the CES form of Consent attached as Exhibit A1 (or as amended in the future to meet applicable laws) to MidPen Resident Services via a secure, mutually agreed upon method. CoC staff will send initial referral to MidPenServices due to need for MidPen Resident Services to confirm whether potential applicant is enrolled in Medi-Cal for services delivery and due to confidential nature of information contained in referral.

- The referral list will include only individuals who CoC has confirmed:
 - Determined to be homeless according to HUD's definition of homelessness as defined in Title 24, Code of Federal Regulation, Subtitle B, Chapter V, Subchapter C, Part 578 – Continuum of Care Program
 - Are adults 21 years or older.
 - Have a chronic health condition or serious behavioral health condition.
- The referral list will include three eligible Medi Cal members per vacant unit with an executed Consent/Release of information for each referred individual.
- The priority of the referral list will be determined by CoC based on locally defined prioritization criteria.
- The referral list will include the following data for each referred individual:
 - First, Middle and Last Name
 - Date of Birth
 - Social security number
 - Contact information (including emergency contact person)
 - Provider organization name for case management/housing navigation (if in CES)
 - Medical Insurance Information (as reported by the Applicant)
 - Chronic health conditions and/or serious behavioral health condition indicated with "Yes" without details*
 - The requested PSH referral list should not include Protected Health Information which includes: Disability Information; Mental Health Assessment; Substance Abuse Assessment; HIV/AIDS Information; Domestic Violence Information. Do not include specific information about

chronic health conditions or severe mental illness (SMI). Only include a YES indicator that the member has either a chronic health condition or SMI, without including data about which specifically they have.

Step 3: MidPen Resident Services receives referral list and executed CES form of Consent. MidPen Resident Services will contact the referral's service provider directly and obtain necessary additional information and obtain the signature of the referral on MidPen Resident Services consent forms. If the service provider is unresponsive, MidPen Resident Services is to notify the COC for resolution. For each referral for which MidPen Resident Services has received executed release/consent forms, MidPen Resident Services will access the CCAH provider portal to confirm Medi Cal enrollment for eligibility of services as set forth in Article III of the Agreement.

For each referral for which MidPen Resident Services has confirmed Medi-Cal enrollment for the delivery of services, MidPen Resident Services will then provide the following information regarding that referral to MidPen Property Management:

- First, Middle and Last Name
- Date of Birth
- Social security number
- Contact information (including emergency contact person)

Step 4: MidPen Property Management initiates application process with eligible referral in coordination with identified housing navigation provider or case manager.

- Priority order of CES referral list as determined by CoC to be adhered to by MidPen for application process.
- MidPen Property Management allows for five (5) days in between contacting and hearing back from service providers and/or individuals before moving down priority list.

Step 5: MidPen Property Management completes application approval process with Housing Authority.

- Housing Authority completes review and approval of applicant eligibility for Project Based Voucher.

Step 6: Homeless Management Information System (HMIS)

- MidPen Resident Services will be a participating HMIS partner organization via agency participation agreement.
- CoC will train MidPen Resident Services staff on policies and procedures of HMIS.
- Upon receipt of a CES referral, MidPen Resident Services will enter the required resident data in the HMIS system.

- Prior to entering any data into the HIMS systems regarding a resident of a HUPU, MidPen Resident Services will obtain the written consent of the resident of the HUPU using the form of consent/release attached as Exhibit A2 (or as amended in future to meet applicable laws)



Watsonville/Santa Cruz City & County Continuum of Care (CoC)
HMIS CONSUMER INFORMATION SHARING AUTHORIZATION FORM

This Organization participates in the Housing for Health Partnership (Watsonville/Santa Cruz City & County) CoC Homeless Management Information System (Watsonville/Santa Cruz CoC HMIS).

The Watsonville/Santa Cruz CoC HMIS is used to collect basic information about consumers receiving services from this and other Organizations. This helps: 1) Local Organizations get a more accurate count of individuals and families experiencing or at-risk of homelessness; 2) Identify the need for different services and housing resources in the community; 3) Connect individuals and families at-risk of or experiencing homelessness to the services and housing resources they need; and 4) Secure funding from agencies that request this data as a funding requirement.

The CoC and participating Organizations only collect information that is considered appropriate and necessary. The collection and use of all personal information are guided by strict standards of privacy and security. Every person and agency that is authorized to read or enter information into the HMIS database has signed an agreement to maintain the security and confidentiality of every consumer.

The Protected Personal Information (PPI) and other general information gathered may include, but is not limited, to the following:

Name	Program Start/End Dates	Domestic Violence
Date of Birth	Housing History	Legal History
Social Security Number	Employment Status	Substance Abuse*
Gender	Family Composition	Mental Health*
Ethnicity and Race	Veteran Status	Photo (if applicable)
Zip Code of Last	Medical history and	
Permanent Address	conditions*	

*My information, especially my medical, mental health, and substance abuse history, cannot be released outside of the HMIS provider network without my further written consent, unless otherwise allowed by the regulations.

By signing this Authorization Form, I understand the following:

- This consent will be valid for 3 years from the date listed below.
- My Protected Personal Information (PPI) is protected by federal, state, and local laws governing confidentiality.
- I may sign this consent form, but I have the right to agree to share only certain or specific information upon my request.
- I may receive services, even if I do not sign this consent form. Providers may not refuse to provide me with services based on my refusal to sign this form, nor will it affect my eligibility for benefits or other supports.
- I may receive a copy of this consent form and the CoC Privacy Policy upon request.
- I have the right to review and receive a copy of my HMIS record, to correct my record, or file a statement of disagreement at any time.
- I may revoke (withdraw) this Consent at any time, but I must do so in writing or by using the Revocation Form. Upon revocation, the CoC will remove my PPI from the HMIS database, but information and data previously obtained cannot be removed entirely.

HMIS CONSUMER INFORMATION SHARING AUTHORIZATION FORM

I have the right to file a grievance against any organization whether I signed this consent or not if I think my privacy rights have been violated. The Grievance Form must be made available or provided to me upon request.

This Organization may use or disclose information without permission from the Watsonville/Santa Cruz CoC HMIS under the following circumstances:

- To provide or coordinate services and housing resources for an individual or families
- For functions related to payment or reimbursement for services or housing resources
- To carry out administrative functions
- When required by law, including a court order
- For research and/or evaluation purposes
- For creating de-identified (anonymous) data

Please note HMIS policies and laws may change over time and effect the use of data retroactively.

Watsonville/Santa Cruz City & County Continuum of Care (CoC)**SIGNATURE AND ACKNOWLEDGEMENT OF THE HMIS CONSUMER INFORMATION SHARING AUTHORIZATION FORM**

By signing this consent form, I authorize the HMIS participating organizations and their representatives to share Protected Personal Information regarding myself and/or my family members for the purposes of assessing my/our needs for housing, utilities, assistance, food, counseling, and/or other supportive services. I have read (or been read) this Consumer Authorization Form, have had the opportunity to ask questions and receive answers to my questions, and I freely consent to having my information (and of any children) entered into the HMIS database.

I acknowledge that I have received a copy of the HMIS Consumer Authorization Form of the Housing for Health Partnership CoC.

OR

Consumer Name (Please Print)

Name of Personal Representative

Consumer Signature

Signature of Personal Representative

Date

Relationship to Consumer

Date

HMIS CONSUMER INFORMATION SHARING AUTHORIZATION FORM

UNABLE TO OBTAIN/CONSUMER DECLINES TO CONSENT

Program Use Only

1. I attempted to obtain written authorization of the Consumer Information Sharing Authorization Form, but acknowledgement could not be obtained because:
 - ☐ An emergency prevented us from obtaining authorization
 - ☐ A communication barrier prevented us from obtaining authorization
 - ☐ The individual was unwilling to sign
 - ☐ The interaction was completed over the phone or remotely and verbal authorization was obtained; written authorization will be obtained as soon as possible.
 - ☐ Other: _____
2. The consumer requested the following data sharing limitations:
Check one or more of the following requested limits:
 - ☐ De-identified or anonymized data
 - ☐ Limited responses to some questions

Staff Member Printed Name

Staff Member Signature

Date

Note to Staff: For instances when the consumer requests limitations to their data, please ensure a signed copy of this form is uploaded into HMIS **prior to** entering consumer information in HMIS. When client does not consent to have any information shared in HMIS and no profile is created, please save physical signed document in a secure location.

Exhibit A-2

HUD HMIS INFORMED CONSENT AND RELEASE OF INFORMATION AUTHORIZATION

MidPen Resident Services Corporation (“MPRS”) utilizes the U.S. Department of Housing and Urban Development (“HUD”) secure database known as the Homeless Management Information System (“HMIS”) to collect and track all meaningful information related to our residents receiving certain state or federal housing assistance. Any personal information gathered is used to improve access to and coordination of services available within our community, and in fulfillment of requirements as dictated by HUD.

By signing this form, I grant permission to MPRS to share any and all information regarding me and/or my dependents (if applicable) with HUD HMIS and any partner organizations utilizing HUD HMIS, such as:

- | | |
|---------------------------------------|--|
| • Name | • Housing information |
| • Date of birth | • Use of crisis services, hospitals, and jails |
| • Gender | • Pertinent medical, mental health, and substance abuse history |
| • Race | • Employment, income, insurance, and any received benefits |
| • Ethnicity | • Case notes and services provided by partner agencies |
| • Social security number | • Public Health Emergency Information (i.e. COVID-19 Assessment Information) |
| • Phone number | |
| • Address | |
| • Program enrollments and assessments | |

By signing this form, I acknowledge my rights as an HMIS participant:

- I am entitled to a copy of this release form.
- I may revoke this release, at any time, by delivering or mailing a written statement canceling my consent to MPRS. Revoking my release will not remove any information shared in HMIS while my release was in effect; revoking only applies to any additional information entered on or after the date the release was revoked.

- I understand that, upon my request, MPRS is required to provide me with a list of current partner agencies participating in HMIS, with which my information is shared.
- I am aware that this release is not an exhaustive list of how my information may be shared, and that further guidance is available in the local Continuum of Care's Privacy Notice where I applied for assistance, and by which MPRS abides; and, I have been referred to the privacy notice either in paper copy or online.

By signing this form, I acknowledge that MPRS is dedicated to securing all personally identifiable information shared through the following means:

- Password policy enforcement, including password complexity, maximum login attempts, self-service recovery, and other password settings.
- By default, all HMIS data is 2,048-bit SSL encrypted when the data is both in transit and at rest within the HUD HMIS database.
- Ensured compliance with criteria established in the HUD HMIS 2004 Final Rule and Data and Technical Standards Notice and the 2010 updated HMIS Data and Technical Standards. ([available online – click here](#))
- Ongoing HMIS adherence to HUD-related regulations, including Federal and State Confidentiality, and the Health Insurance Portability and Accountability Act (HIPAA).

IMPORTANT: To ensure absolute safety of our residents, we do not enter any personally identifying information into HMIS for clients who are: 1) in a domestic violence agency; 2) currently fleeing or in danger from a domestic violence situation, including dating violence, sexual assault, stalking, or other qualifying situation; or 3) being served in a program that requires disclosure of HIV/AIDS status. If any of the above situations apply to you – DO NOT SIGN THIS FORM.

SIGNATURE AND ADDITIONAL SIGNATURES, IF NEEDED:

Head of Household Name

Date

Signature

Spouse Name _____ Signature
Date _____

Other Family Members 18 and Over Name _____ Signature
Date _____

Other Family Members 18 and Over Name _____ Signature
Date _____

Other Family Members 18 and Over Name _____ Signature
Date _____

Exhibit A-3
MidPen Resident Services HUD HMIS Informed Consent
and Release of Information Authorization

MIDPEN RESIDENT SERVICES CORPORATION CONSENT TO RELEASE OR OBTAIN INFORMATION

This is a consent for release of information about:

_____ (Name of Client)

(Social Security Number)

(Date of Birth)

I authorize *MidPen Resident Services Corporation ("MPRS")* to release or obtain the following specific information:

(Client must initial the appropriate information)

Initial: _____ Mental Health / Psychological

Initial: _____

Housing / tenancy related issues

Initial: _____ Alcohol / Substance abuse

Initial: _____

Employment / Vocational

Initial: _____ Education

Initial: _____ HIV / AIDS

related information

Initial: _____ Physical health issues (e.g. information related to diagnosis, treatment, payment health care services **excluding** HIV or AIDS-related information)

This information may be used only for the purpose of:

Receiving supportive services from the Central California Alliance for Health("The Alliance"), to disclose Confidential Information to third parties as such disclosure is necessary to protect an Eligible Household member's housing status and if such disclosure relates to a health and safety issue.

I understand I have the right to see this information at any time. I understand that I can revoke this consent in writing to both the person giving and the person receiving the information. Any information already released may be used as stated on the consent. I understand the requested or provided information is needed to determine eligibility for housing and/or social services.

This consent is not automatically renewable. It expires automatically at the end of the period specified unless revoked in writing sooner. By my signature below, I affirm that I have read this release, or it has been read to me, and I understand its content.

Client Signature: _____ Date: _____

Client current, mailing or former address: _____

Consent Witnessed By: _____ Printed Name: _____

Staff Signature if different than witness: _____

Prohibition on re-disclosure: This information has been disclosed to you from records whose confidentiality is protected by federal law. Federal regulations prohibit further disclosure without specific written consent from the person to who it pertains.

EXHIBIT B

Division of Responsibilities of Services for High Utilizer Preference Units

MidPen Resident Services Approach

MidPen Services offers Strength Based Case/Care management services, which are based on the belief that individuals possess abilities and inner resources that allow them to cope effectively with the challenges of living; and Motivational Interviewing, a goal-oriented, client-centered counseling style for eliciting behavioral change by helping clients to explore and resolve ambivalence. The staff, in partnership with the individual, develops service plans that are designed to meet each individual's specific needs (mental and physical) and life goals. Critical components of the resident services approach include:

- **Trusting relationships:** A critical component of the program is development of a trusting relationship between the tenants and the Case Manager. A key attribute of the Case Manager (CM) and other service staff is respect for confidentiality and a genuine commitment to helping households bring about positive change in their physical health and their lives. On-site staff celebrates small steps toward functional physical independence and encourage households to progress further.
- **Functional Assessment:** Providing a blueprint to assist the Case Manager in obtaining information regarding the individual's specific needs is deemed to be critical in goal planning and development. The administering of Functional Assessments which are designed to identify needs in the lives of residents is a tool used. The CM seeks to partner with each household to develop an Individualized Service Plan (ISP). The ISP details goals that are created with input from the resident and the CM, and contains a plan of action for achieving the goals
- **Community partnerships:** Forging partnerships with health providers and service providers and other resources in the County of Monterey is critical to helping our residents maintain stable physical health and achieve greater physical and mental independence.

Services for High Utilizer Preference Units

MidPen Services can best serve the residents of 1500 Capitola Road Housing by providing on-site service coordination/community supports. . The services will include crisis intervention, workforce development, education opportunities, healthy eating and lifestyle support and community building activities. Service delivery will include coordination with Santa Cruz County staff as available. Altogether, these services will help to better resolve occurrences, support life skills development, and assist residents in fulfilling their individualized service plans. MidPen staff will also facilitate monthly community building activities to support community engagement. All MidPen support services will be voluntary and free of charge to all households.

MidPen Services program staffing consists of multi-disciplinary teams and strives to reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Additionally, Services will focus on the residents' needs, strengths, and choices; the resident will always be involved in service planning and implementation. The goal of rehabilitation is to help residents take charge of their own lives through informed decision making. Integrated services are based on the resident's desired results from mental health services (long term goals) concerning his/her own life, and considering his/her diagnosis, functional impairments, symptoms, disabilities, life conditions, recovery, and rehabilitation readiness. Services are focused on achieving specific shorter term personal milestones (measurable objectives) to support the resident in accomplishing his/her desired results.

Personal choice and goals are important factors in maintaining appropriate and safe housing. Services and supports to assist residents in safely maintaining housing are based on personal needs and goals as well as the living environment. To ensure residents are assisted to maintain their housing, the onsite Case Manager will:

- Meet with residents weekly. More if needed.
- Assess daily living skills and assist resident to learn and improve skills to include; Cleaning, cooking, hygiene, health and safety
- Assist with medical, psychiatric and other appointments
- Provide coordination, advocacy and follow up with med support
- Facilitate community meetings to address issues of successful community living
- Work with residents and property management on issues of habitability, tenancy and safety
- Connect residents to community resources and meaningful activities

Additionally, MidPen Services will coordinate or participate in periodic case conferences about residents whose care is shared with County treatment teams. MidPen Services also provides programming that includes the Wellness and Recovery Action Partnership Program.

MidPen Services will provide strength-based case management services ("Case Management Services"). Such Case Management Services will focus on resident needs, strengths and choices, and will involve the resident in service planning and implementation. The goal of Case Management Services is to assist residents to take charge of their own lives through informed decision making. Case Management Services will assist the resident in acquiring skills and support systems needed to function successfully in environments where they live, learn, work and socialize. During the housing application process, a housing stability assessment will be conducted with the resident to assess the extent to which housing supports are needed to sustain the residents in housing.

MidPen Services staff will assess and arrange for services and supports as appropriate for each resident based on a range of supports including: Transportation facilitation services through MST and Para transit services to assist at medical appointments and with other transportation needs; Monitoring and/or arranging for home-based support with routine tasks and personal care needs (e.g. meal preparation, house cleaning, laundry, shopping, bathing and other hygiene needs); coordinating with involved agencies such as In-Home Supportive Services; providing social supports; and facilitating access to supports to address isolation and loneliness.

Crisis Response

MidPen Services will assist residents to complete a safety plan within thirty (30) days of move-in. This plan will be reviewed minimally on an annual basis or more frequently as needed with the resident and will include the following elements:

- Signs and symptoms of distress or decline in mental health status;
- Emergency numbers to call;
- Family members and/or other supporters, including contact information and a signed release of information form detailing what information may be shared;

Identified family members and loved ones of the resident will be given information with the resident's consent about effective ways to respond if/when the resident is experiencing a crisis. The MidPen Services staff will encourage family members and/or other identified resident supports to inform staff when noticing signs of de-compensation. Family members and/or other identified supporters will be given a script to use with police or other emergency personnel when encountering their family member in crisis. They will also be given suggestions regarding what resources to call in different types of situations. Those resources may include:

- MidPen Services after hours emergency contact line
- Crisis line information
- 911 and local police department with the potential aide of CIT trained officers

MidPen Services staff is proactive. Once an agreement with Santa Cruz County is reached, MidPen staff will begin outreach activities to build relationships with the potential clients that may be referred by the County. Goals will include increased access to primary care services, housing stability, constricting overuse of emergency services, and supporting access to resources for health and wellbeing. To address the needs of those who work and cannot attend day programs offered, there will also be extended business hours on weekends and evening. Additionally, MidPen services plans to have staff that lives onsite whose role will be to respond to after hour's crises and emergency occurrences.

Program Specifics Bienestar

1. Coordinating efforts within the housing development, local community based mental health and medical providers and with the community at large. This includes but is not limited to facilitating the housing application process, ensuring proper grievance procedures, garnering and memorializing commitments to referral onsite medical services to include PT/OT and leveraging resources, communicating contract requirements, etc.
2. Transportation arrangement/ facilitation to and from medical appointments, shopping etc.
3. Assistance with outreach to services in all parts of the County. This includes working with community based medical referral resources and other mainstream social services referral resources.
4. Maintaining strong relationships with community based organizations, mental health and medical institutions/providers and ensure seamless service integration and delivery.
5. Provide opportunities for socialization/ support through "group" and individual activities.
6. Ensure strong connections to community based resources/benefits.

7. Ensure comprehensive case management delivery to all other residents who could benefit, such as traumatic brain injured, physically and developmentally disabled individuals including connection to recreational, day programs health care, and mental health resources.
8. Develop long-term housing stability plan collaboratively with residents that include care management plans to stabilize physical and mental health.
9. Assist those resident in need of completing and implementing substance abuse assessment, recovery plan as indicated in ISP
10. Money Management & Benefits Advocacy

Services Staffing Structure at Bienestar Plaza Apartments

The onsite services staff will include three fulltime Case Managers, one CM will be the lead and possess an LCSW or MFT licensure. The second CM will be experienced in Harm Reduction, so that the needs of individuals with alcohol and substance use disorder are met. Additionally, the third Case Manager will be responsible for developing social and educational programming to meet the needs of the community. The CM's will be responsible for assisting those residents who may have more acute needs in developing ISP's (Individual Service Plans) and arranging social, mental health and medical services via the County or community based organizations to address the needs as defined in the ISP.

Program Oversight

All Case Manager will receive the support of a .10 FTE LCSW Services Program Manager whose role is to provide consultation, support and clinical direction to the staff. They will also meet regularly with persons in lead roles at community based and social services agencies who MidPen will contract with to provide onsite Mental Health and Medical services. Additionally, the Services Program Manager will meet regularly with property management to have continued awareness of the successes and challenges in regards to the supportive housing residents as well as the overall dynamics and relationships amongst all residents of the Moon Gate community.

Certificate Of Completion

Envelope Id: 8C2C0609F69C4F71B185B32083725FFC

Status: Completed

Subject: Complete with DocuSign: Bienestar Preference Agreement- CCAH and MP Signed.pdf

Source Envelope:

Document Pages: 30

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jillian Ritter

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

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

Jillian.Ritter@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Jillian Ritter

Location: DocuSign

12/12/2023 9:57:11 AM

Jillian.Ritter@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

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Pool: County of Santa Cruz

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Signer Events**Signature****Timestamp**

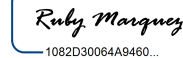
Ruby Marquez

Ruby.Marquez@santacruzcounty.us

Santa Cruz County Counsel's Office

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Viewed: 12/12/2023 1:37:37 PM

Signed: 12/12/2023 1:42:12 PM

Electronic Record and Signature Disclosure:

Accepted: 12/12/2023 1:37:37 PM

ID: 1666f8c3-1667-4ffd-9d1c-c954693cbcbf

Enrique Sahagun

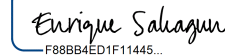
Enrique.Sahagun@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Robert Ratner

robert.ratner@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 12/15/2023 11:23:59 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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.