

FIRST AMENDMENT TO AGREEMENT

Contract No. 25W3972

This Amendment to the Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC, hereinafter called CONTRACTOR. The parties hereto agree to amend Contract 25W3972 by the changes as follows:

A. Page 1, Section 1 titled "Duties" of the Contract, is deleted and replaced with the following:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide CalWORKs Housing Assistance and Move-in Program (CHAMP) as described in Attachment A – Scope of Services, Amendment One for the County of Santa Cruz Human Services Department (hereinafter called "the program").

B. Exhibit A – Scope of Work of the Contract is deleted and replaced with Attachment A – Scope of Services, Amendment One, which is attached hereto and incorporated herein by reference.

C. Page 1, Section 2, titled "Compensation" of the Contract is deleted and replaced with the following:

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$2,969,370, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, as outlined in Attachment B – Terms of Payment, Amendment One.

D. Exhibit B – Budget of the Contract is deleted and replaced with Attachment B – Terms of Payment, Amendment One, which is attached hereto and incorporated herein by reference.

E. Page 5, Section 13 titled "Attachments"; of the Contract is deleted and replaced with the following:

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

Attachment A – Scope of Services, Amendment One
Attachment B – Terms of Payment, Amendment One
Attachment C – Data Privacy and Security Confidentiality Agreement
Attachment D – Non-Discrimination Assurance of Compliance
Attachment E – Statewide Automated Welfare System (SAWS) Access

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SIGNATURE PAGE

FIRST AMENDMENT TO AGREEMENT

Contract No. 25W3972

All other provisions of said Agreement shall remain the same.

FAMILIES IN TRANSITION
SANTA CRUZ COUNTY, INC

COUNTY OF SANTA CRUZ
Human Services Department

DocuSigned by:

Melisa Vierra

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Melisa Vierra, Executive Director

Date: 2/28/2025

Randy Morris, Director

Date: _____

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Signed by:

Gina Borasi

2/25/2025

EAEADC5BA53B4DB...
Risk Management

Signed by:

Arthur G. Wille

2/25/2025

FD318C22C994D0
Office of the County Counsel

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.
CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

I. AGREEMENT OVERVIEW

In July 2014, the California Department of Social Services implemented the CalWORKs Housing Support Program (HSP) to help resolve the housing crisis faced by and promote housing stability for CalWORKs families experiencing homelessness by: 1) assisting them to quickly obtain permanent housing; and 2) providing wrap-around supports to foster housing retention.

Under the authority of state CalWORKs HSP regulations, and to support housing stability for CalWORKs recipients experiencing homelessness, the County of Santa Cruz (COUNTY) Human Services Department (HSD) is entering into contract with Families in Transition (CONTRACTOR) as part of a multi-disciplinary, multi-agency effort, to provide eligible participants with housing support services, known locally as the CalWORKs Housing Assistance and Move-in Program (CHAMP). CHAMP utilizes evidence-based Housing First and Rapid Re-Housing practices to outreach and engage in housing problem solving conversations with families experiencing homelessness countywide, and provide housing navigation, housing-related case management, and temporary financial assistance to participating families.

II. PERFORMANCE MEASUREMENTS*

Result 1: Families will receive Connector services.	
How Many Services Will Be Provided?	60 households will be enrolled in Coordinated Entry and documented in HMIS during contract year.
	15 households will be served by the Coordinated Entry program and documented in HMIS on a given day.
	The average length of program enrollment will be no more than 3 months.
	100% of heads of households enrolled in program will receive one Housing Problem Solving service a week that may include completing a Housing Needs Assessment or Housing Action plan, recorded as an HMIS event
How Well Will Services Be Provided?	80% of households actively enrolled in program will have a completed Status Update and Current Living Situation assessment every 90 days minimum.
	80% of households will have personal contact information listed in HMIS.
	80% of heads of households will have one or more contact person's info in HMIS – primary care provider, emergency, care manager, or other contact.
Is Anyone Better Off?	20% of clients will exit to a permanent housing situation.
	40% of households will increase their income.
	40% of households will increase their public benefits.
	90% of households will have health insurance as documented with status updates and at exit.
Result 2: CHAMP families will obtain permanent housing	
How Many Services Will Be Provided?	30 households will be enrolled in the program and documented in HMIS during contract year.

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

	30 households will be served by the program and documented in HMIS on a given day.
	100% of heads of households enrolled in the program will have a service recorded in HMIS.
	A minimum of 15 CHAMP households shall receive temporary shelter services. <i>Data Collection Tool: Invoice Workbook</i>
How Well Will Services Be Provided?	80% of households enrolled in program will have a completed Status Update and Current Living Situation assessment every 90 days minimum.
	80% of households who meet the annual assessment length of enrollment criteria and are enrolled in the program will have an annual assessment completed in HMIS.
	80% of households will have personal contact information listed in HMIS.
	80% of heads of households will have one or more contact person's info in HMIS – primary care provider, emergency, care manager, or other contact.
Is Anyone Better Off?	80% of clients will exit to a permanent housing situation.
	40% of households will increase their income.
	40% of households will increase their public benefits.
	90% of households will have health insurance as documented with status updates and at exit.

*Unless otherwise mentioned, the Data Collection Tool is the Homeless Management Information System (HMIS).

III. CONTRACTOR RESPONSIBILITIES**A. ADDITIONAL DETAILS ON UNITS OF SERVICE**

1. The number of housing placements is contingent on the number of eligible unhoused participants referred to CONTRACTOR through the countywide Coordinated Entry System (CES).

B. PLANNING AND COORDINATION

1. CONTRACTOR shall participate in program planning meetings, case conferencing, and other meetings as requested by COUNTY to collaborate on service provision and maintain a cooperative approach to implementing CHAMP.
2. CONTRACTOR shall recruit, hire and maintain essential staff in order to perform duties required to engage families experiencing homelessness in housing problem solving conversations and locate potential participants identified through the CES, conduct eligibility assessments, and provide housing navigation and housing-related case management to eligible participating families.

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

3. CONTRACTOR shall utilize the Homeless Management Information System (HMIS) to collect data including specific data elements as requested by COUNTY on participating families including completing timely program enrollments, assessments, updates, per the County of Santa Cruz HMIS Policies and Procedures.
4. CONTRACTOR shall provide COUNTY staff with a monthly report on the status of all CHAMP participants.
5. CONTRACTOR shall coordinate with the participating families' "multi-disciplinary support teams" consisting of authorized COUNTY staff and partnering agencies, as appropriate, to assist participating families to attain and maintain permanent housing.
6. CONTRACTOR shall ensure that CHAMP staff participate in a minimum of four trainings annually, to facilitate their ability to utilize evidence-based Housing First and Rapid Re-Housing practices¹, as well as other identified housing assistance best practices, with all participating CHAMP families.
 - a. CONTRACTOR shall keep a log of the training and attendees and shall send it to COUNTY upon request.
7. CONTRACTOR shall participate in, comply with all approved standards, and coordinate with the Homeless Continuum of Care on service delivery and other activities as appropriate.
8. CONTRACTOR shall participate in the Santa Cruz County Continuum of Care, also known as the Housing for Health Partnership², as at minimum an "Organizational Member," as may be amended, to the extent that it is required to execute services under this Agreement.
9. CONTRACTOR shall abide by the terms of all incorporated attachments (See Independent Contractor Agreement, section 13, Attachments).

C. IDENTIFYING POTENTIALLY ELIGIBLE CHAMP PARTICIPANTS

1. CONTRACTOR shall accept referrals of potential CHAMP participants through the countywide Coordinated Entry System (CES) and will conduct assessments to determine CHAMP eligibility as follows:
 - a. Eligibility requirements:
 - i. At least one member of the household is enrolled in CalWORKs in Santa Cruz County; AND
 - ii. Experiencing literally homelessness, at imminent risk of homelessness, and at risk of homelessness as defined by California Department of Social Services All County Welfare Director Letter "CalWORKs Housing Support Program Notice of Funding and Expansion of Eligibility to Include Homelessness Prevention" dated December 13, 2021.³

¹ link: https://www.cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/ACWDL/2021/ACWDL_12-13-21.pdf

² <https://housingforhealthpartnership.org/>

³ https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/ACWDL/2021/ACWDL_12-13-21.pdf

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

- b. CONTRACTOR shall prioritize CHAMP assistance for families who are experiencing homelessness as defined as a family who lacks a fixed, regular and adequate nighttime residence meaning:
 - i. A family with a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport or campground;
 - ii. A family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); OR
 - iii. An individual who is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 - iv. Any family who:
 1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 2. Has no other residence; AND
 3. Lacks the resources or support networks, e.g., family, friends, faith based or other social networks, to obtain other permanent housing.
- c. With approval from COUNTY in writing, CONTRACTOR may accept referrals outside of the Coordinated Entry System and may amend the prioritization framework to serve additional eligible households.
2. CONTRACTOR shall assist referred families experiencing homelessness who are not currently enrolled to apply for CalWORKs benefits; eligible families that choose to enroll in CalWORKs are eligible for CHAMP assistance.

D. CONNECTOR SERVICES

1. CONTRACTOR shall coordinate with its own internal services and with external homeless service programs, if applicable, to secure available funds to facilitate participants' ability to achieve successful housing solutions.
2. CONTRACTOR shall utilize a low service barrier philosophy when conducting Housing Problem Solving (HPS) conversations, Housing Needs Assessments and creating Housing Action Plans of any person experiencing homelessness, regardless of any perceived individual barriers to housing or services.

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

3. CONTRACTOR shall collaborate with homeless service providers and other agencies and individuals, as applicable, to locate families with whom to enroll in the Coordinated Entry System.
4. CONTRACTOR shall enter information on all HPS conversations and completed Housing Needs Assessments and Housing Action Plans into the countywide HMIS in a timely manner, as referenced in "Performance Measurements" above.
5. CONTRACTOR shall update participant Housing Action Plans as applicable under Housing for Health Partnership's (H4HP) Coordinated Entry System Policies.
6. CONTRACTOR, when requested, shall conduct a separate, confidential assessment process for individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, in accordance with H4HP Coordinated Entry System Policies.
7. CONTRACTOR shall refer all participants to immediate resources as applicable and available including, but not limited to, food distribution centers, immediate shelter, and health care services.
8. CONTRACTOR shall coordinate with other H4HP Coordinated Entry Connectors to decrease duplication, ensure complete coverage, ensure the safety of H4HP Connectors, and meet the specific needs or preferences of the participants.
9. CONTRACTOR shall participate in all CES activities including, but not limited to, trainings, meetings, and shadowing opportunities, as requested by COUNTY.
10. CONTRACTOR shall participate in planning conversations and trainings regarding any changes to the Coordinated Entry System process as requested by COUNTY.

E. FINANCIAL ASSISTANCE

1. CONTRACTOR shall ensure that the maximum number of months that participants may receive rental financial assistance through CHAMP is 24 months. Program assistance is on a month-by-month basis, and cumulative months of assistance do not need to be contiguous.
2. CONTRACTOR shall administer participating families' housing deposits, monthly rental payments, credit and debt repair, transportation, and other payments as approved for participating households who are case managed by FIT program staff, by:
 - a. Ensuring that all required documentation has been completed by both the participating family and the new landlord once housing is identified;
 - b. Ensuring that all complete and accurate requests for deposit and rental checks are processed and mailed by the due date;
 - a. Tracking the amount of rent CHAMP provides for all participant housing costs;
 - b. Processing monthly check requests submitted by Case Managers for the housing subsidy amount as determined by the Case Manager and approved by the Case Manager's Supervisor;

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

- c. Providing accounting and record keeping functions related to all CHAMP housing subsidies;
 - d. Providing COUNTY with monthly records detailing the amounts of all CHAMP financial assistance paid on behalf of participants.
- 3. Each family's rent subsidy amount will be based on the specific situation and needs of the family, determined by the Case Manager in coordination with the family, and approved by the Case Manager's Supervisor.
- 4. CONTRACTOR shall ensure that the combined total amount of financial subsidy provided to all participating families does not exceed an average of \$20,750 per family throughout their participation in the program unless funding is available and doing so meets an identified need for housing stability per applicable Case Manager Supervisor and COUNTY approval.
- 5. CONTRACTOR may provide utility deposits and payment of arrearages, furniture purchase, and other applicable payments on behalf of participating families as approved by the Case Manager Supervisor.
- 6. CONTRACTOR shall enter into agreement with management of the Ocean Gate, Fireside Inn, Valley Inn, and Comfort Inn (further known as "hotel management") to provide temporary shelter services for a minimum of 15 families.
 - a. CONTRACTOR shall only invoice COUNTY for room rates up to United States General Services Administration (GSA) daily lodging rates in effect at time of stay, as published at www.gsa.gov/perdiem and adopted by the County of Santa Cruz Auditor-Controller (hereafter referred to as the "Adopted GSA Daily Lodging Rates") plus applicable taxes and fees. Refer to GSA per diem rates for maximum allowable costs.
 - i. The Adopted GSA Daily Lodging Rates shall be increased by \$25 per additional person over two occupants in a room.
 - ii. Daily room rates exceeding the established Adopted GSA Daily Lodging Rates may be authorized by the County, in the County's sole and exclusive discretion, under the following circumstances:
 - 1. If CONTRACTOR can demonstrate no available hotel rooms within the Adopted GSA Daily Lodging Rates, AND
 - 2. As funding is available, AND
 - 3. The presented rate does not exceed 10% above the established Adopted GSA Daily Lodging Rates, OR
 - 4. COUNTY pre-approves a higher rate in writing when a participant is experiencing a documented severe health or safety risk that could be mitigated by a short-term hotel stay of 7 days or less.
 - iii. CONTRACTOR shall create and implement a process to pre-qualify room rates prior to participant stays.

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

F. COORDINATION WITH CENTRAL CALIFORNIA ALLIANCE FOR HEALTH

1. CONTRACTOR shall coordinate with the Central California Alliance for Health (Alliance) to become a California Advancing and Innovating Medi-Cal (CalAIM) Community Supports (CS) and Enhanced Care Management (ECM) provider for all eligible participants *interested in receiving these services from the CONTRACTOR*.
 - a. CONTRACTOR shall bill the Alliance for CalAIM CS and ECM Medi-Cal services provided by the CONTRACTOR to CalAIM eligible and enrolled participants.
 - b. CONTRACTOR shall provide COUNTY with quarterly reports on program participant's enrollment in CalAIM CS and ECM and revenue generated each month as a result of their CalAIM enrollment and claiming.

G. PARTICIPANT GRIEVANCES

1. CONTRACTOR shall maintain an internal grievance and complaint procedure for participants participating in the project.
 - a. CONTRACTOR shall provide COUNTY with a copy of the internal grievance and complaint procedure at the outset of the term of this agreement.
 - b. CONTRACTOR shall notify COUNTY immediately of any grievances or complaints that may not get resolved internally, time is of the essence.
 - c. CONTRACTOR shall respond as soon as reasonably possible to any COUNTY request for information regarding any known or suspected grievance or complaint.
2. CONTRACTOR shall notify COUNTY immediately of any serious incident that arises in the provision of services to participants including: breaches of confidentiality, health and safety issues that impact participants or staff, issues that require law enforcement or emergency responder involvement, participants at risk of program closure and exit due to serious health and safety concerns, participants at-risk of eviction from housing, and other program operational concerns that impact or relate to CONTRACTOR performance (time is of the essence).

IV. COUNTY RESPONSIBILITIES

1. COUNTY will notify CONTRACTOR of relevant changes in COUNTY assigned case assistance staff. Notification will be sent to CONTRACTOR when COUNTY assigned case assistance staff changes are made.
2. COUNTY will provide projected participant income for households who have an assigned Employment Training Specialist (ETS).
3. COUNTY will supply the CONTRACTOR with employment and income verification and COUNTY approved CWES Plans for participant households who have a CWES plan.
4. COUNTY will notify the case manager if a participant is in non-compliance with their CWES Plan, or if any changes are made to the participant's CWES Plan.

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.**CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)**

5. COUNTY will provide SAWS web access to CONTRACTOR as outlined in Attachment E – Statewide Automated Welfare System (SAWS) Access, as a read-only mechanism for CONTRACTOR to assess eligibility of potential participants.
 - a. Upon request, COUNTY will provide web access to identified CONTRACTOR staff for the BenefitsCal application (<https://benefitscal.com/>), which may be used to assist participants in verification of eligibility for services.

V. REPORTING

1. CONTRACTOR shall utilize the HMIS as determined by COUNTY, to enter, track and measure data on each participating CHAMP family, based on the outcomes stated in this scope of services.
2. CONTRACTOR shall provide COUNTY with written reports including monthly case management reports and other reports as needed.
3. CONTRACTOR shall provide CHAMP monthly reports containing completed information for all active participants, including participant name and date of birth, housing and/or case management so that the total number of participants being served each month is reported. Monthly CHAMP reports shall be submitted electronically to COUNTY authorized staff within 15 days following the end of the month in which the services were provided.
4. CONTRACTOR shall submit Semi-Annual Progress Reports that reflect program budget issues/challenges as well as stated participant outcomes as noted herein page 1 of this scope of services. CONTRACTOR shall use a reporting template created by the COUNTY, which are due the last business day in January and the last business day in July, or within 30 days of receipt of COUNTY template. Failure to submit Semi-Annual Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. The COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by the last business day in April.

VI. ADDITIONAL TERMS AND CONDITIONS

- A. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of services, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR's failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to participate in a Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).
- B. Federal Funding: CONTRACTOR certifies that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
- C. Uninterrupted Provision of Services: In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff shall be replaced within ninety (90)

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

days of the start of staffing vacancies. Program or direct service staff vacancies not filled within ninety (90) days shall require CONTRACTOR to provide regular recruitment updates to COUNTY, and may result in modifying the Scope of Services and/or Terms of Payment of the agreement or termination of the agreement, if deemed necessary by COUNTY.

- D. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded fully or in part by this agreement (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within ten (10) business days of occurrence.
- E. Instruction: CONTRACTOR shall provide this Scope of Services to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
- F. Subcontractors:
 - 1. CONTRACTOR shall be solely responsible for monitoring services provided by any subcontractor(s) and compensating subcontractors from the funds described in Attachment B- Terms of Payment. Failure to provide payment to subcontractors for agreed upon services to referred participants may be cause for Corrective Action, as described in Additional Terms and Conditions – VI.A.
 - 2. CONTRACTOR shall ensure that any subcontractor complies with COUNTY requirements as outlined in this agreement.
- G. Consistency of Service: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the COUNTY.
- H. Publicity and Outreach:
 - 1. CONTRACTOR shall obtain COUNTY approval prior to use of any program marketing materials indicated as a deliverable to or requirement of this agreement.
 - 2. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all marketing materials related to this agreement, including but not limited to flyers, brochures, written success stories, social media posts, and website information., and will obtain these directly from COUNTY authorized staff for approved uses.
 - 3. As a recipient of government funding, CONTRACTOR shall ensure that electronic documents and websites at minimum comply with the Americans with Disabilities Act (ADA)⁴ requirements, and will make reasonable efforts to improve accessibility whenever possible.
- I. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-4706 or alan.villatuya@santacruzcountycal.gov. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human

⁴ <https://www.ada.gov/>

Attachment A- Scope of Services, Amendment One, FY 2024-25

Agreement No. 25W3972

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.

CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

Services Department.

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.
CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

I. BUDGET

LINE-ITEM EXPENDITURES	AMENDED PROGRAM COSTS FY 2024-25
PERSONNEL COSTS - SALARIES & BENEFITS	\$622,600
NON-PERSONNEL COSTS	\$88,450
PARTICIPANT COSTS	\$2,089,096
ADMINISTRATIVE OVERHEAD	\$169,224
GRAND TOTAL	\$2,969,370

II. BUDGET MODIFICATION

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

III. INVOICES

1. CONTRACTOR shall provide monthly invoices, along with any required backup documentation, using an invoice template and/or web-based database created or approved by COUNTY, documenting services costs based on I. Budget.
 - i. Invoices are subject to review by COUNTY program and/or fiscal staff prior to payment to ensure costs meet funding source requirements. Funding source requirements are subject to change, and COUNTY will provide as much notice as reasonably possible regarding said changes. Costs not meeting funding source requirements may not be paid.
2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcountycalifornia.gov within twenty (20) calendar days following the end of the

FAMILIES IN TRANSITION SANTA CRUZ COUNTY, INC.
CALWORKS HOUSING ASSISTANCE AND MOVE-IN PROGRAM (CHAMP)

month in which the services were provided, with the exception of year-end invoices for May and June.

3. CONTRACTOR shall submit May and June invoices, **representative of actual costs incurred to date** as reflected in clause 2. COMPENSATION of this Agreement, for specific fiscal years by 5 p.m. on the second calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.
4. CONTRACTOR shall submit final June invoice, **representative of actual costs incurred to date** as reflected in clause 2. COMPENSATION of this Agreement, for specific fiscal years by 5 p.m. on the second calendar Friday of July in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.

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

“CONTRACTOR”: FAMILIES IN TRANSITION

1. PREAMBLE

Contractor, its employees, subcontractors, representatives, volunteers and agents (hereinafter collectively referred to as CONTRACTOR), is involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (COUNTY), and may have access to confidential data and personally identifiable information (PII) pertaining to persons and/or entities receiving services from the COUNTY (PARTICIPANT CLIENT). The COUNTY has a legal obligation to protect all such PII in its possession, with special consideration for PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that all PII shall be protected by CONTRACTOR.

Additionally, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or other vendors doing business with the COUNTY. As a condition of the attached agreement, CONTRACTOR agrees to these terms as well as adherence to Welfare and Institutions Code section 14100.2; Code of Federal Regulations section 431.300, section 45 Parts 160 & 164; Sections 453 and 1137 of the Social Security Act, and any other State and Federal regulations that also require confidentiality and privacy of client information, as applicable.

2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained while performing services outlined in this agreement that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes but is not limited to any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, biometric record, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
- b. “Confidential Materials” includes:
 - i. All financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY, whether hard copy or electronic data; and
 - ii. All COUNTY proprietary information including but not limited to design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created, or provided to or by CONTRACTOR; and
 - iii. Any other proprietary information supplied to CONTRACTOR.
- c. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference to an information system which processes PII that is under the control of the COUNTY or the CONTRACTOR.
- d. “Secure environment” means any area where services are administered or where PII is used, disclosed, or stored in hard copy or electronic format.
- e. “Breach” refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other

than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. AGREEMENTS

- a. CONTRACTOR shall not to divulge to any unauthorized person, company, or organization any PII obtained while performing work pursuant to the attached agreement without the prior written consent of the PARTICIPANT CLIENT and/or COUNTY. **Unauthorized disclosure is a violation of County policy and a violation of law**, including, but not limited to Welfare & Institutions Code §10850.
- b. CONTRACTOR shall forward all requests received for the release of PII to COUNTY.
- c. CONTRACTOR shall maintain and protect Confidential Materials and PII against disclosure.
 - i. CONTRACTOR shall limit access and use of any PII to “business need” solely for the purpose of administering the program supported by this attached agreement.
 - ii. CONTRACTOR may not copy, modify, or delete any data unless CONTRACTOR receives prior written approval from HSD. CONTRACTOR shall not make or store printed or media copies of information unless there is a legitimate business need to do so. Copies shall be destroyed as soon as they are no longer needed.
 - iii. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion or termination of the attached contract.
 - iv. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials shall survive until the PII and Confidential Materials are destroyed or returned to COUNTY.
- d. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request.

4. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all individuals or entities involved in the services under this agreement and exhibit of the requirements concerning confidentiality in the handling of PII, including specifically that **Unauthorized disclosure is a violation of County policy and a violation of law**, including but not limited to Welfare & Institutions Code §10850, and can result in criminal prosecution up to and including incarceration and monetary fines.
- b. Unauthorized disclosure may result in termination of the attached agreement, civil and/or criminal action, or legal redress.
- c. CONTRACTOR individuals or entities involved in the services under this must perform the following security measures annually:
 - i. Complete an online training course regarding privacy and security to be provided by COUNTY, within thirty (30) days of provision to CONTRACTOR;
 - ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY, within thirty (30) days of provision to CONTRACTOR;

- iii. Conduct other activities related to assurance of information security, if directed by COUNTY.
- d. COUNTY will immediately terminate access to any COUNTY secure environment for CONTRACTOR or CONTRACTOR individuals/entities found to have unauthorized use of those environments.

5. PHYSICAL AND TECHNICAL SECURITY

- a. CONTRACTOR shall maintain, use and store all PII and information gathered pertaining to program PARTICIPANT CLIENTS in a secure environment.
- b. CONTRACTOR shall use secure systems to access, store, process and transmit PII, including industry standard encryption when necessary or appropriate.

6. MONITORING

In addition to audit of records, CONTRACTOR acknowledges that COUNTY and/or the state or federal government shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities conducted by CONTRACTOR which are associated with this agreement.

7. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. CONTRACTOR shall implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, to be reviewed by COUNTY.
- b. CONTRACTOR shall report immediately to COUNTY Contracting Unit¹ and Security Compliance Officer² any actual or suspected Breach or Security Incident discovered by CONTRACTOR of its own secure environment or secure environment of any other person, company, or organization of which it becomes aware. Notice shall include all information known at the time and be made:
 - i. **Immediately upon discovery** of a suspected Security Incident that involves PII provided to CONTRACTOR by the COUNTY; and/or
 - ii. **In all cases within one working day of discovery.**

DocuSigned by:

Melisa Vierra

D7D16D1CAF734BB...

Signature

2/28/2025

Date

Melisa Vierra

Name

Executive Director

Title

¹ hsdccu@santacruzcountycalifornia.gov

² InformationSecurityOfficer@santacruzcountycalifornia.gov or (831)454-4840

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
ASSURANCE OF COMPLIANCE
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

“CONTRACTOR”: FAMILIES IN TRANSITION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42, and all relevant sections of the California Code of Regulations), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory as defined by Government Code Section 11135, to the effect that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance due in part or whole to protected status; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures, Division 21, will be prohibited.

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

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

DocuSigned by:

 D7D16D1CAF734BB...
 Signature

Melisa Vierra
 Name

2/28/2025

Date

Executive Director
 Title

FAMILIES IN TRANSITION SANTA CRUZ COUNTY
CALWORKS HOUSING ASSISTANCE AND MOVE-IN (CHAMP)

Statewide Automated Welfare System (SAWS) Access

I. BACKGROUND

The County of Santa Cruz Human Services Department (HSD) is designated by the California Department of Social Services (CDSS) and the Department of Health Care Services (DHCS) as the sole public assistance agency for the County of Santa Cruz (County) to determine benefits eligibility and to distribute the following assistance programs: Supplemental Nutrition Assistance Program (SNAP) benefits, known as CalFresh in California; the California Work Opportunity and Responsibility to Kids (CalWORKs) program; and the Medicaid (Medi-Cal) program(s). Additionally, HSD is the sole public assistance agency for the County designated to utilize a Statewide Automated Welfare System (SAWS), to determine benefit eligibility and for the distribution of public assistance benefits.

The CONTRACTOR has been identified as a local organization whose access to benefit eligibility data is directly necessary to support the client application process and/or improve access to benefit programs.

II. RESPONSIBILITIES OF COLLABORATIVE PARTNERS**A. County of Santa Cruz Human Services Department (HSD)**

As the CDSS and DHCS designated assistance agency for the County, HSD agrees to the following responsibilities:

1. Approve any eligible applicant in CalFresh, Medi-Cal, and/or CalWORKs within the Statewide Automated Welfare System.
2. Provide CONTRACTOR with *view-only* access to the SAWS, so that CONTRACTOR may confirm enrollment of applicants and continuing eligibility of participants, with access to view CalFresh, Medi-Cal, and/or CalWORKs related enrollment information to support the application process.
3. Cooperate with program and fiscal reviews and address any corrective actions that may arise as required and/or requested by CDSS or DHCS.
4. HSD will periodically review the need for CONTRACTOR's access to SAWS data, and will control permissions to specific systems or information as needed. HSD will notify CONTRACTOR of any access or data permissions changes immediately after review.

B. CONTRACTOR

CONTRACTOR agrees to the following duties and responsibilities:

1. CONTRACTOR shall utilize data to perform services as per Exhibit A – Scope of Work.
2. Only pre-approved (or pre-authorized) CONTRACTOR employees providing services under this agreement shall access the data. HSD will request CONTRACTOR identify those employees by name, at least annually. CONTRACTOR shall notify HSD within 2 business days if employee leaves their position of employment with CONTRACTOR.

FAMILIES IN TRANSITION SANTA CRUZ COUNTY
CALWORKS HOUSING ASSISTANCE AND MOVE-IN (CHAMP)

3. CONTRACTOR shall take every effort to protect data within CONTRACTOR's control from unauthorized access. If unauthorized access occurs, CONTRACTOR shall notify HSD with 24 hours, using the breach notification procedure outlined in Exhibit C – Data Privacy and Security Confidentiality Agreement. **Unauthorized disclosure is a violation of County policy and a violation of law**, including, but not limited to Welfare & Institutions Code §10850.
 - a. CONTRACTOR may not copy, modify, or delete any data unless CONTRACTOR receives prior written approval from HSD. CONTRACTOR shall not make or store printed or media copies of information unless there is a legitimate business need to do so. Copies shall be destroyed as soon as they are no longer needed.
 - b. CONTRACTOR shall access information only when there is a legitimate business need to do so.
 - c. HSD will immediately terminate access for any CONTRACTOR employee found to have unauthorized use of the SAWS data system.
4. CONTRACTOR shall ensure that all CONTRACTOR employees accessing SAWS data complete a video training provided by HSD prior to that vendor employee receiving access. Additional training(s) shall be completed as outlined in Exhibit A.
 - a. HSD will have application user trainings available to all CONTRACTOR employees awarded access, upon access being awarded.
5. CONTRACTOR shall ensure that all employees accessing SAWS data complete a Department of Justice background check (commonly through LiveScan). CONTRACTOR shall keep verification of annual background checks on file.

Certificate Of Completion

Envelope Id: D15BCFD8-92EA-472B-9C14-64BFAA8876AF

Status: Completed

Subject: Complete with Docusign: 25W3972 FIT CHAMP Amendment One- BOS Meeting 3/25/2025.pdf

Source Envelope:

Document Pages: 20

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

HSD CCU

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

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

hsdccu@santacruzcountyca.gov

IP Address: 134.16.1.185

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Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

Timestamp

Arthur G. Wille

arthur.wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication (None)

Signed by:

Arthur G. Wille

FD318C222C994D0...

Sent: 2/25/2025 1:27:54 PM

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Signed: 2/25/2025 4:14:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 2/25/2025 4:04:42 PM

ID: 8244ae16-9e8f-4100-a83c-04a635aa4550

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

Gina Borasi

E4EADC5BA53B4DB...

Sent: 2/25/2025 4:14:25 PM

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Signature Adoption: Pre-selected Style

Using IP Address: 139.104.3.50

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Melisa Vierra

melisa@fitsantacruz.org

Executive Director

Families In Transition of Santa Cruz County, Inc.

Security Level: Email, Account Authentication (None)

DocuSigned by:

Melisa Vierra

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Signed: 2/28/2025 7:39:51 AM

Signature Adoption: Pre-selected Style

Using IP Address: 23.105.110.201

Electronic Record and Signature Disclosure:

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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
Sara Harb Sara.Harb@santacruzcountyca.gov 4436 County of Santa Cruz Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 73.202.2.134 Viewed using mobile	Sent: 2/25/2025 1:27:35 PM Viewed: 2/25/2025 1:27:54 PM
Electronic Record and Signature Disclosure: Accepted: 4/6/2022 3:14:31 PM ID: a9149646-bd8c-4a1b-b106-82a3e40f01eb		

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/28/2025 7:36:57 AM
Signing Complete	Security Checked	2/28/2025 7:39:51 AM
Completed	Security Checked	2/28/2025 7:39:51 AM

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

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Santa Cruz:

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

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

To advise County of Santa Cruz of your new email address

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

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

To request paper copies from County of Santa Cruz

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

To withdraw your consent with County of Santa Cruz

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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