

FIRST AMENDMENT TO AGREEMENT

Contract No. 25W4087

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 Community Action Board of Santa Cruz, hereinafter called CONTRACTOR. The parties hereto agree to amend Contract 25W4087 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 1) Housing Navigation and Housing Focused Case Management and 2) Housing Problem Solving and Diversion Services 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 \$598,568 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 – Payment Terms, Amendment One
- Attachment C – Data Privacy and Security Confidentiality Agreement
- Attachment D – Non-Discrimination Assurance of Compliance

All other provisions of said Agreement shall remain the same.

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SIGNATURE PAGE

FIRST AMENDMENT TO AGREEMENT
Contract No. 25W4087

COMMUNITY ACTION BOARD
OF SANTA CRUZ, INC.

COUNTY OF SANTA CRUZ
Human Services Department

DocuSigned by:
Maria Elena De la Garza

Maria Elena De la Garza CEO
Date: 2/20/2025

Randy Morris, Director
Date: _____

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Signed by:
Gina Borasi 2/12/2025

Risk Management

Signed by:
Arthur G. Wille 2/12/2025

Office of the County Counsel

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

TRANSITIONAL AGE YOUTH HOUSING NAVIGATION AND
HOUSING FOCUSED CASE MANAGEMENT SERVICES

I. AGREEMENT OVERVIEW

The County of Santa Cruz Human Services Department (HSD) entered into an agreement with Community Action Board of Santa Cruz (CONTRACTOR) to provide 1) Housing Navigation and Housing Focused Case Management services to facilitate young adults age 18-24, up until their 25th birthday, with a priority on young adults who are or were Foster Care or Probation System involved and eligible for a Family Unification Program (FUP) or Foster Youth Independence (FYI) Voucher, to overcome barriers to attaining and maintaining housing through the Transitional Age Youth (TAY) Housing Navigation program and 2) Housing Problem Solving and Diversion Services to facilitate young adults age 18-24, up until their 25th birthday, with a priority on young adults who are or were Foster Care or Probation System involved to overcome barriers to attaining and maintaining housing through Connection Services. CONTRACTOR is expected to provide eligible young adults with the services described below.

II. PERFORMANCE MEASUREMENTS

A. TAY HOUSING NAVIGATION	
Result 1: Participants will receive housing navigation and case management.	
How Many Services Will Be Provided?	<p>40 households will be enrolled in the program and documented in Homeless Management Information System (HMIS) during contract year.</p> <p>40 households will be served by the program and documented in HMIS on a given day.</p> <p>100% of heads of households enrolled in program will have a service recorded in HMIS.</p> <p>Data Collection Tool: HMIS</p>
How Well Are Services Provided?	<p>80% of households enrolled in program will have a completed Status Update and Current Living Situation assessment every 90 days minimum.</p> <p>80% of households enrolled in the program greater than 365 days will have an annual assessment completed in HMIS and annually thereafter.</p> <p>80% of households will have personal contact information listed in HMIS.</p> <p>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.</p> <p>Data Collection Tool: HMIS</p>

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<p>Is Anyone Better Off?</p>	<p>80% of clients will exit to a permanent housing situation.</p> <p>40% of households will increase their income.</p> <p>40% of households will increase their public benefits.</p> <p>90% of households will have health insurance as documented with status updates and at exit.</p> <p>Data Collection Tool: HMIS</p>
<p>Result 2: Participants will receive a FUP/FYI Vouchers.</p>	
<p>How Many Services Will Be Provided?</p>	<p>20 households will submit a FUP/FYI voucher application.</p> <p>20 households will lease up with a voucher.</p> <p>Data Collection Tool: FUP/FYI Youth Pipeline spreadsheet.</p>
<p>How Well Are Services Provided?</p>	<p>90% of households will have a completed FUP/FYI voucher application submitted to the Housing Authority of Santa Cruz County within two months of entering the program.</p> <p>80% of participants will lease up with a FUP/FYI voucher within 180 days of entering the program.</p> <p>Data Collection Tool: FUP/FYI Youth Pipeline spreadsheet.</p>
<p>B. CONNECTION SERVICES</p>	
<p>Result 1: Participants will receive Connection Services.</p>	

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<p>How Many Services Will Be Provided?</p>	<p>36 households will be enrolled in Coordinated Entry and documented in HMIS during contract year.</p> <p>20 households will be served by the Coordinated Entry program and documented in HMIS on a given day.</p> <p>The average length of program enrollment will be 6 months.</p> <p>90% of heads of households enrolled in program will receive one HPS service a week that may include completing a Housing Needs Assessment or Housing Action plan, recorded as an HMIS event.</p> <p>Data Collection Tool: HMIS</p>
<p>How Well Will Serviced Be Provided?</p>	<p>80% of households enrolled in program will have a completed Status Update and Current Living Situation assessment every 90 days minimum.</p> <p>80% of households will have personal contact information listed in HMIS.</p> <p>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.</p> <p>Data Collection Tool: HMIS</p>
<p>Is Anyone Better Off?</p>	<p>20% of clients will exit to a permanent housing situation.</p> <p>40% of households will increase their income.</p> <p>40% of households will increase their public benefits.</p> <p>90% of households will have health insurance as documented with status updates and at exit.</p> <p>Data Collection Tool: HMIS</p>

III. CONTRACTOR RESPONSIBILITIES

A. TAY HOUSING NAVIGATION

1. PARTICIPANT OUTREACH AND REFERRALS

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

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- a. CONTRACTOR shall conduct outreach to engage persons aged 18-24 who are or were Foster Care or Probation System involved, are experiencing or at-risk of homelessness, and eligible for a FUP/FYI Voucher with a focus on those with the most severe needs.
 - i. CONTRATOR shall support these persons in completing a Youth FUP/FYI Referral at:
<https://housingforhealthpartnership.org/GetHelp/YouthFamilyUnificationProgramVoucher.aspx>
 - ii. CONTRACTOR shall refer individuals to Coordinated Entry System (CES) services such as Connection Services.
 - iii. Outreach services may pause if TAY Housing Navigation is at full capacity and may resume if no additional youth are on the FUP/FYI waitlist.
- b. All program referrals will come from COUNTY. CONTRACTOR shall request referrals as capacity allows and respond to program referrals as soon as reasonably possible and no later than within five (5) business days, using culturally competent practices in homeless assistance and prevention.

2. HOUSING FOCUSED CASE MANAGEMENT SERVICES

- a. CONTRACTOR shall provide housing focused case management services to facilitate participants' ability to attain and maintain housing and achieve desired goals including:
 - i. Starting a Strengths Assessment and developing a Personal Empowerment Plan with each participant;
 - ii. Assisting with the development of money management skills including the use of credit, debt, and savings;
 - iii. Assessing participants' educational and career training desires and opportunities and facilitating connections to applicable resources;
 - iv. Educating participants on the requirements of their rental agreement;
 - v. Educating participants on renter's rights and responsibilities including independent living skills, addressing roommate situations, and developing and utilizing conflict resolution skills; and
 - vi. Mediating conflicts and tenancy concerns with landlords, roommates, and neighbors as needed.
- b. CONTRACTOR shall connect participants to supports and resources based on each participant's needs and situation including:
 - i. Applying for health care and available mainstream benefits;

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- ii. Identifying additional financial supports to help participants attain and maintain housing as needed;
 - iii. Addressing transportation needs; and
 - iv. Identifying counseling and support groups
- c. CONTRACTOR shall assist participants with attaining and maintaining a FUP/FYI voucher including:
- i. Completing the FUP/FYI application including attaining all required back-up documentation
 - ii. Attending all meetings with the Housing Authority
 - iii. Addressing any concerns from the Housing Authority regarding the participants' voucher applications
 - iv. Working with the Housing Authority's housing inspectors to ensure identified units meet voucher requirements, including mediating issues as applicable.
 - v. Completing annual voucher re-certifications
 - vi. Providing ongoing housing case management throughout the term of this agreement in alignment with FUP/FYI guidelines that each participant with a FUP/FYI voucher be offered case management for a minimum of thirty-six (36) months post-lease up with a FUP/FYI voucher.
- d. CONTRACTOR shall complete documentation of service objectives and outcomes as well as services provided under this agreement in the Homeless Management Information System (HMIS) within two working days of the changes being identified. CONTRACTOR shall maintain complete and accurate documentation in accordance with State and COUNTY guidelines for each participant. All guidelines for documentation within HMIS will be provided by COUNTY at the outset of this agreement.
3. HOUSING IDENTIFICATION SERVICES
- a. CONTRACTOR shall coordinate, when applicable, with other COUNTY-contracted vendors for individualized housing identification services including housing search and landlord engagement activities.
4. FINANCIAL ASSISTANCE
- a. CONTRACTOR shall administer flexible rehousing funds to support participants to attain and maintain housing. Costs may include short term lodging or rental payments while a

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participant's FUP/FYI Voucher is being approved, rental application fees, security deposit, furniture, landlord incentives, and other payments as approved, including:

- i. Ensuring that all required documentation has been completed by both the participating household and the new landlord once housing is identified.
- ii. Ensuring that all complete and accurate requests for deposit and rental checks are processed and mailed by the due date.
- iii. Tracking the amount of financial assistance made on each participant's behalf.
- iv. Providing accounting and record keeping functions related to all flexible rehousing fund usage.
- v. Providing COUNTY with monthly records detailing the amounts of all flexible rehousing funds paid on behalf of participants.

B. CONNECTION 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.
3. CONTRACTOR shall collaborate with homeless service providers and other agencies and individuals, as applicable, to locate individuals with whom to enroll in the CES.
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) CES 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 CES 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.

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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 CES process as requested by COUNTY.

C. ALL SERVICES

1. CONTRACTOR shall participate in the Santa Cruz County Continuum of Care, also known as the Housing for Health Partnership¹, as at minimum an “Organizational Member,” as may be amended, to the extent that it is required to execute services under this Agreement.
2. CONTRACTOR shall abide by the terms of all incorporated attachments(See Independent Contractor Agreement, section 13, Attachments).

3. PARTICIPANT GRIEVANCES

- a. CONTRACTOR shall maintain an internal grievance and complaint procedure for participants participating in the project.
 - i. CONTRACTOR shall provide COUNTY with a copy of the internal grievance and complaint procedure at the outset of the term of this agreement.
 - ii. CONTRACTOR shall notify COUNTY immediately of any grievances or complaints that may not get resolved internally, time is of the essence.
 - iii. CONTRACTOR shall respond as soon as reasonably possible to any COUNTY request for information regarding any known or suspected grievance or complaint.
- b. 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 <https://housingforhealthpartnership.org/>

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- A. COUNTY will provide TAY participant referrals that meet Family and Children Services (FCS) criteria to CONTRACTOR.
- B. COUNTY will provide relevant guidelines referenced herein to CONTRACTOR at the outset of this agreement.

V. REPORTING

- A. 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 or approved by 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. COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, due by April 30 for each fiscal year of this contract term.
- B. CONTRACTOR shall collect data for clients as needed to complete the State’s required aggregate and individualized monthly reports, as defined by COUNTY at the outset of this contract; and shall provide updated data to COUNTY by January 1st and July 1st.
- C. CONTRACTOR shall provide COUNTY staff with a monthly report on the status of all participants.

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) days of the start of staffing vacancies. Program or direct service staff vacancies not

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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, Amendment One. 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)² 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

² <https://www.ada.gov/>

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

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(PIO) of the inquiry, at 831-588-0692 or Adam.Spickler@santacruzcountyca.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 Services Department.

- J. CONTRACTOR shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of foster youth information, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating section 827 is guilty of a misdemeanor. CONTRACTOR may receive information that is confidential as a member of a foster youth's multidisciplinary team as permitted under Welfare and Institutions Code section 827(a)(1)(K) but shall not further disclose any such information to any third party unless authorized by the juvenile court or as otherwise permitted by law. This confidentiality provision shall survive the termination, expiration, or cancellation of the Agreement.

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.
 TRANSITIONAL AGE YOUTH HOUSING NAVIGATION AND
 HOUSING FOCUSED CASE MANAGEMENT SERVICES

I. BUDGET

LINE-ITEM EXPENDITURES	PROGRAM COSTS FY 2024-25	CHANGE	UPDATED FY 2024-25
PERSONNEL COSTS - SALARIES & BENEFITS	\$293,262	\$27,090	\$320,352
NON-PERSONNEL COSTS	\$28,120	\$16,875	\$44,995
PARTICIPANT COSTS	\$81,187	\$97,619	\$178,806
ADMINISTRATIVE OVERHEAD	\$40,257	\$14,158	\$54,415
GRAND TOTAL	\$442,826	\$155,742	\$598,568

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 Clause I. BUDGET, above.
 - a. 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.
 - b. CONTRACTOR shall document services provided to heads of households between the ages of 18-25 and 25 years and older within the invoice. Personnel, non-personnel, and admin shall be split by percentage of participants served. Direct participant costs shall be

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

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split by actual cost. CONTRACTOR shall utilize HMIS – Program Roster to gather ages of heads of household and provide as backup documentation within the invoice.

2. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcountyca.gov within thirty (30) calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
3. CONTRACTOR shall submit May and June invoices, **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”: COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

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:


 Signature

2/20/2025

 Date

MariaElena De La Garza
 Name

Executive Director
 Title

¹ hsdccu@santacruzcountyca.gov

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

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

“CONTRACTOR”: COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

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:
MariaElena De La Garza
544617DA76FF4E8...
Signature

2/20/2025
Date

MariaElena De La Garza
Name

Executive Director
Title

Certificate Of Completion

Envelope Id: 61FEDAF7-D2C9-48ED-9F16-7A882E3C0587

Status: Completed

Subject: Complete with Docusign: Amendment One 25W4087 CAB TAY NAV - BOS Meeting 3/11/2025.pdf

Source Envelope:

Document Pages: 18

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

HSD CCU

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

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hsdccu@santacruzcountyca.gov

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Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Arthur G. Wille

arthur.wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication (None)

Signature

Signed by:

FD318C222C994D0...

Sent: 2/12/2025 2:03:59 PM

Viewed: 2/12/2025 2:09:57 PM

Signed: 2/12/2025 2:11:19 PM

Signature Adoption: Pre-selected Style

Using IP Address: 75.221.94.150

Electronic Record and Signature Disclosure:

Accepted: 2/12/2025 2:09:57 PM

ID: 48add71-10db-4801-94ae-5664e1e5920b

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

E4EADC5BA53B4DB...

Sent: 2/12/2025 2:11:21 PM

Viewed: 2/12/2025 5:28:17 PM

Signed: 2/12/2025 5:31:55 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

Electronic Record and Signature Disclosure:

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

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

MariaElena De La Garza

mariaelena@cabinc.org

CEO

Community Action Board of Santa Cruz County, Inc.

Security Level: Email, Account Authentication (None)

DocuSigned by:

544617DA76FF4E8...

Sent: 2/12/2025 5:31:57 PM

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Signed: 2/20/2025 10:35:57 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.131.88.122

Electronic Record and Signature Disclosure:

Accepted: 2/14/2025 11:24:07 AM

ID: b448172a-a98c-474c-904b-f5c256d7492f

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
Sarah Goytia Sarah.Goytia@santacruzcountyca.gov County of Santa Cruz Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">VIEWED</div> Using IP Address: 174.249.145.33 Viewed using mobile	Sent: 2/12/2025 12:55:06 PM Viewed: 2/12/2025 2:03:58 PM
Electronic Record and Signature Disclosure: Accepted: 1/31/2025 3:58:48 PM ID: 29fbb8ca-d55b-41cb-8b66-cd02a4ff1ebc		

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/12/2025 12:55:06 PM
Certified Delivered	Security Checked	2/14/2025 11:24:07 AM
Signing Complete	Security Checked	2/20/2025 10:35:57 AM
Completed	Security Checked	2/20/2025 10:35:57 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.

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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..

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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.